

SFY 2002 Community Services Performance Contract

1.0 Introduction

Whereas, Title 37.1 of the *Code of Virginia* establishes the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, hereinafter referred to as the Department, to ensure the delivery of publicly-funded services and supports to citizens of the Commonwealth with mental illnesses, mental retardation, or substance dependence or abuse and authorizes the Department to fund community mental health, mental retardation, and substance abuse services; and

Whereas, §§ 37.1-194 through 202.1 of the *Code of Virginia* require cities and counties to establish, singly or in combination with other jurisdictions, community services boards for the purpose of providing, directly or contractually, publicly-funded local mental health, mental retardation, and substance abuse services; and

Whereas, § 37.1-194.1 of the *Code of Virginia* defines three types of community services boards: operating community services boards, administrative policy community services boards, and policy-advisory community services boards with local government departments; and

Whereas, §§ 37.1-242 through 253 of the *Code of Virginia* authorize certain cities or counties to establish a behavioral health authority that plans and provides, directly or contractually, publicly-funded local mental health, mental retardation, and substance abuse services; and

Whereas, throughout this contract the operating community services board, administrative policy community services board, local government department with a policy-advisory community services board, or behavioral health authority named below will be referred to as the Board; and

Whereas, § 37.1-197.1 of the *Code of Virginia* requires the Board to function as the single point of entry into the publicly-funded mental health, mental retardation, and substance abuse services system; and

Whereas, the Department desires to purchase services that:

1. address the specific needs of individual consumers,
2. support consumer and family participation in planning services and choice among providers,
3. achieve enhanced accountability for consumer and provider outcomes, and
4. encourage private sector provision of services to the extent possible; and

Whereas, §§ 37.1-198 and 248.1 of the *Code of Virginia* establish this performance contract as the primary accountability and funding mechanism between the Department and the Board; and

Whereas, the Colonial Services Board, hereinafter referred to as the Board, which, unless it is otherwise clear from the context or is so stated, shall be construed to include the agency as well as its appointed board members, is applying for the assistance provided under Chapter 10 or 15 of Title 37.1 of the *Code of Virginia* by submitting this performance contract to the Department in accordance with § 37.1-198 or 248.1 of the *Code of Virginia*;

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Now Therefore, the Department enters into this performance contract with the Board for the purpose of purchasing services from the Board in a manner that ensures accountability to the Department and quality of care for consumers and, in consideration of the mutual covenants and stipulations set out herein, the Department and the Board agree as follows.

2.0 Term: This contract shall be in effect for a term of one year, commencing on July 1, 2001 and ending on June 30, 2002.

3.0 Definitions: The following words and terms, when used in this contract, shall have the following meaning, unless the context clearly indicates otherwise.

Abuse, as defined in § 37.1-1 of the *Code of Virginia*, means any act or failure to act by an employee or other person responsible for the care of an individual in a facility or program operated, licensed, or funded by the Department, excluding those operated by the Department of Corrections, that was performed or was failed to be performed knowingly, recklessly, or intentionally, and that caused or might have caused physical or psychological harm, injury, or death to a person receiving care or treatment for mental illness, mental retardation or substance abuse. Examples of abuse include, but are not limited to, acts such as:

1. rape, sexual assault, or other criminal sexual behavior;
2. assault or battery;
3. use of language that demeans, threatens, intimidates or humiliates the person;
4. misuse or misappropriation of the person's assets, goods, or property;
5. use of excessive force when placing a person in physical or mechanical restraint;
6. use of physical or mechanical restraints on a person that is not in compliance with federal and state laws, regulations, and policies, professionally accepted standards of practice or the person's individualized services plan; and
7. use of more restrictive or intensive services or denial of services to punish the person or that is not consistent with his individualized services plan.

Access means the availability of appropriate services to people who need them in a manner that facilitates their use.

Active Case means a case in which a consumer who has been admitted for an episode of care is not yet discharged and has received any face-to-face service within the last 90 days.

Administrative and Management Expenses means the expenses incurred by the Board for its administrative functions and the administrative and management support of services that it provides. This may include, but not be limited to: financial management, accounting, reimbursement, procurement, human resources management, information technology services, clerical support, clinical or service management and supervision, policy development, strategic planning, resource development and acquisition, facility and transportation management and maintenance, intergovernmental relations, Board member support, and media relations. These functions may be centralized or included in programs and services, depending on the Board's organization and structure.

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Admission means the process by which the Board accepts a person for assessment to determine need for services. Admission is to the Board, not to a specific program. All persons seen face-to-face for an assessment are admitted to the Board and a medical record is opened. Consumers who will be receiving services through a Board-contracted program are admitted to the Board, based upon a face-to-face clinical assessment. See section 5.3.5 for more details.

Behavioral Health Authority (BHA) means the local agency, established by a city or county under § 37.1-242 et seq. of the *Code of Virginia*, that plans, provides (directly or through contracts), and evaluates mental health, mental retardation, and substance abuse services in the locality that it serves.

Case Management CSB means the Board that serves the area in which the consumer resides. The case management CSB is responsible for case management, liaison with the state facility when a person is admitted to a state psychiatric facility or training center, and predischarge planning. If a person chooses to reside in a different locality after discharge from a state facility, the CSB serving that locality becomes the case management CSB and works with the original case management CSB, the consumer, and the state facility to effect a smooth transition and discharge. Any change in case management CSB for a consumer shall be implemented in accordance with established procedures to ensure a smooth transition for the consumer and the CSB. Case management CSB also means the Board to which bed day utilization is assigned, beginning on the day of admission, for an episode of care and treatment when a consumer is admitted to a state facility. [Ref: *Procedures for Continuity of Care Between CSBs and State Psychiatric Facilities*, pp. 5 and F-136-138.]

Closed Case means a case in which a consumer has been discharged from an episode of care.

Community Services Board (CSB or Board) means the local agency, established by a city or county or combination of counties or cities or cities and counties under § 37.1-194 et seq. of the *Code of Virginia*, that plans, provides (directly or through contracts), and evaluates mental health, mental retardation, and substance abuse services in the jurisdiction(s) it serves. There are three types of community services boards.

An operating CSB employs its own staff and provides services directly or through contracts with other providers. It is not a city or county government department. Its powers and duties are enumerated in § 37.1-197.A of the *Code of Virginia*.

An administrative policy CSB does not employ its own staff. The CSB's executive director is hired by local government with the board's participation. Services are provided by city or county employees or through contracts with other providers. Its powers and duties are enumerated in § 37.1-197.B of the *Code of Virginia*. These employees may be organized into a formally-established city or county government department or into an agency that reports to the local governing body.

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A **policy-advisory CSB** has no operational powers or duties; it is an advisory board to a local government department that provides services directly or through contracts with other providers. Duties of a policy-advisory CSB are enumerated in § 37.1-197.C of the *Code of Virginia*. Powers and duties of a local department are listed in § 37.1-197.A.

Consumer means a current direct recipient of publicly-funded community or state facility mental health, mental retardation, or substance abuse treatment or habilitation services.

Culturally-Competent Services means services delivered within a system that is sensitive to the cultural needs and differences of the populations being served.

Death means a death during the time an individual is receiving services from the Board or a contracted provider.

Discharge means the process by which the Board releases a person from an episode of care, thereby closing the consumer's medical record. Discharge occurs at the Board level, as opposed to release from a specific service or program. See section 5.3.6 in this contract.

DMAS means the Department of Medical Assistance Services, which administers the Virginia Medical Assistance Program (Medicaid).

Enrollment means the process by which the Board or Board-contracted program accepts a person into a program for services for an identified condition or, for persons with mental retardation, an identified support need. Enrollment implies an intention for the consumer to receive ongoing services under the direction of the consumer's individualized services plan (ISP) or plan of care. When the consumer has completed receiving services from a particular program in which he was enrolled, he is dis-enrolled from that program. When that consumer has completed receiving all services in all programs in which he was enrolled, he has completed the current episode of care and is discharged. See section 5.3.5 for more details.

Episode of Care includes all of the services provided to a consumer to address an identified condition or support need over a continuous period of time between an admission and a discharge. An episode of care may consist of a single face-to-face encounter or multiple services provided through one or more programs.

Inactive Case means a case that does not meet the criteria for an active case, but has not yet been closed (i.e., the person has not been discharged). When a person returns for services prior to discharge, the person's case is returned to an active status, and the Board does not readmit the consumer. That is, services provided within the 180 day period (refer to section 5.3.6) are considered to be part of the same episode of care until the time of that consumer's discharge. This definition does not apply to individuals receiving respite services (supervised or supportive residential services) or summer camp services (alternative day support services).

Individualized Services Plan or ISP means a written plan, developed with the participation of the consumer, that identifies the needs and desires of and for the consumer and the strategies

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and treatment interventions to be used to meet those needs and desires. This is sometimes referred to as a consumer services plan (CSP) or a plan of care.

Interagency Agreement means an agreement between two or more local agencies or state and local agencies covering policy and administrative coordination and cooperation.

Letter of Notification means the formal notice sent by the Department to the Board that lists the Board's allocations of state general and federal funds and amounts of anticipated Medicaid State Plan Option and Mental Retardation Waiver fees for the contract period. Revised letters may be issued by the Department during the term of the contract to adjust (increase or decrease) allocations of state general and federal funds. The Board may revise the amounts of anticipated Medicaid fees in this contract from those listed in the Letter of Notification.

Mental Retardation, as defined by the *Code of Virginia*, means substantial subaverage general intellectual functioning which originates during the developmental period and is associated with impairment in adaptive behavior. For the purposes of this contract, mental retardation includes the American Association on Mental Retardation definition, provided here for additional clarity, which refers to substantial limitations in present functioning. It is characterized by significantly subaverage intellectual functioning, existing concurrently with related limitations (the limitations in adaptive skills are more closely related to the intellectual limitation than to some other circumstances such as cultural or linguistic diversity or sensory limitation) in two of more of the following applicable adaptive skills areas: communication, self-care, home living, social skills, community use, self-direction, health and safety, functional academics, leisure, and work. The existence of limitations in adaptive skills occurs within the context of community environments typical of the individual's age peers and is indexed to the person's individualized needs for supports. Mental retardation manifests before age 18. A diagnosis of mental retardation is made independent of related mental disorders (e.g., autistic disorder and learning disorders) and general medical conditions (e.g., epilepsy and cerebral palsy). Intellectual functioning alone may be insufficient to diagnose mental retardation. Limitations in adaptive skill areas are also typically present.

Neglect, as defined in § 37.1-1 of the *Code of Virginia*, means failure by an individual, program or facility responsible for providing services to provide nourishment, treatment, care, goods, or services necessary to the health, safety or welfare of a person receiving care or treatment for mental illness, mental retardation or substance abuse.

Outcomes means the results of specific services. Usually, these are focused on the effects of services on consumers.

Outcome Measures means indicators used to gauge the effectiveness of services for a specific condition and the results of episodes of care.

Performance Contract Funds means state general funds and federal funds appropriated by the General Assembly and allocated by the Department to the Board, Medicaid State Plan Option (SPO) and Mental Retardation Home and Community-Based Waiver (MR Waiver) fees, the

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minimum 10 percent local matching funds required by § 37.1-199 of the *Code of Virginia* and State Board Policy 4010 to receive allocations of state general funds, any other fees or revenues associated with individualized services plans or identified special projects or specific initiatives that are paid for using the preceding funds, and balances of unexpended or unencumbered state general funds retained by the Board (ref: section 4.3). Performance contract funds also may include additional local matching funds, which are above the 10 percent amount or are appropriated for services supported completely by such funds, that would be included in Exhibit A, Attachment 5.1 to this contract, or may be displayed in Tables 3A, 4A, and 5A of the Performance Contract Supplement, which is submitted with the fourth quarter report.

Priority Populations means those groups of individuals, identified by using the screening instruments contained in Attachment 5.8, that have the most serious or severe disabilities, measured in terms of diagnosis, functional criteria, and presence of multiple disabilities.

Mental Health Priority Populations are:

- **adults:** adults with serious mental illnesses, assessed along three dimensions: diagnosis, functional impairment, and duration;
- **children and adolescents:** individuals, birth through age 17, with a serious emotional disturbance assessed on two dimensions, diagnosis and functional impairment; and
- **at risk children:** individuals, birth through age 12, who are at risk of serious emotional disturbance.

Mental Retardation Priority Populations are:

- **mental retardation:** adults or children 6 years of age or older who have a confirmed diagnosis of mental retardation or children 3 to 6 years of age who have a confirmed diagnosis of mental retardation; and
- **cognitive delay/early intervention:** children 3 to 6 years of age who have a confirmation of cognitive developmental delay within one year of this assessment or children under 3 years of age with confirmed eligibility for Part C of IDEA or who are at risk of developmental delay within one year of this assessment.

Substance Abuse Priority Populations are:

- **substance dependence:** individuals with a substance dependence (addiction) diagnosis, as defined by the Diagnostic and Statistical Manual IV (DSM IV);
- **substance abuse:** individuals with a substance abuse diagnosis, as defined by the DSM IV, if the person is a child or adolescent (less than 18 years old), pregnant, a woman who has or lives with dependent children (under the age of 18), or belongs to a mental health priority population; and
- **substance-related violence:** individuals who have exhibited *inappropriate or dangerous behavior* related to substance use within the past 12 months that resulted in intervention by the mental health or judicial system. These behaviors include: damaging or destroying property, physical assault, threats of physical violence, self-injury, and creating public disturbances that resulted in arrest or involuntary admission to an inpatient psychiatric program.

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Program Area means the general classification of service activity for a defined population. There are three program areas in the publicly-funded services system: mental health, mental retardation, and substance abuse.

Quality Improvement means continuously planning, measuring, and assessing performance to improve services, processes, and consumer outcomes.

Report Card means a document that describes or summarizes the performance of an organization against established standards, measures, or expectations. Report cards are often published or disseminated so that individuals and agencies can monitor the performance of organizations or compare the performance of similar organizations.

Restraint means the restriction of any part of an individual's body from free movement for any purpose. The term includes mechanical devices, medical or surgical devices, protective devices, and care giver "holds" (which do not include MANDT holds) as defined in Board policies and procedures. A *mechanical restraint* is a device designed to limit the movement of an individual during an emergency. *Physical restraint* means holding an individual manually to limit the person's freedom of movement. *Protective device* means a mechanical device used for a specific protective purpose or supportive purpose to maintain body position or balance, prevent injury, or assist the movement of an individual whose mobility is impaired by a physical disorder. If this definition is not consistent with the Human Rights Regulation that will be promulgated during the term of this contract, the definition in the regulation will apply to this contract.

Seclusion means the placement of an individual in an area secured or locked in a manner that the individual cannot freely leave. If this definition is not consistent with the Human Rights Regulation that will be promulgated during the term of this contract, the definition in the regulation will apply to this contract.

Serious Emotional Disturbance, as defined in State Board Policy 1029, includes two populations.

Children and adolescents, birth through age 17, who have a defined mental health problem that is diagnosable under DSM IV (Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition) and/or all of the following:

1. problems in personality development and social functioning which have been exhibited over at least one year's time; and
2. problems which are significantly disabling based upon the social functioning of most youngsters their age; and
3. problems that have become more disabling over time; and
4. service needs that require significant intervention by more than one agency;

Young children, birth through age 12, who are at risk of developing serious emotional disturbance fit within the following parameters:

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1. young children who exhibit behavior or maturity that is significantly different from most children their age, and which is not the result of developmental disabilities or mental retardation; or
2. young children whose parents, or persons responsible for care, have predisposing factors that could result in their children developing serious emotional or behavior problems; or
3. young children who have experienced physical or psychological stressors which put them at risk for serious emotional or behavior problems.

Serious Injury means any injury that requires the attention of a licensed health professional, as defined in Subtitle III (§ 54.1-2400 et seq.) of Title 54.1 of the *Code of Virginia*, during the time an individual is receiving services from the Board or contracted provider. If this definition is not consistent with the Human Rights Regulation that will be promulgated during the term of this contract, the definition in the regulation will apply to this contract.

Serious Mental Illness means a severe and/or persistent mental or emotional disorder that seriously impairs an adult's (18 years of age or older) functioning relative to such primary aspects of daily living as personal relations, living arrangements or employment. Serious mental illness is defined along three dimensions: diagnosis in DSM IV (Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition), level of disability (functional impairment), and duration of the illness.

1. **Diagnosis:** There is a major mental disorder diagnosable under DSM-IV, that is a schizophrenic, major affective, paranoid, organic, or other psychotic disorder, personality disorder, or other disorder that may lead to a chronic disability.
2. **Severe, Recurrent Disability Resulting from Mental Illness:** The disability results in functional limitations in major life activities. Individuals typically meet at least two of the following criteria, on a continuing or intermittent basis.
 - Is unemployed, is employed in a sheltered setting or supportive work situation, has markedly limited or reduced employment skills or has a poor employment history.
 - Requires public financial assistance for out-of-hospital maintenance and may be unable to procure such assistance without help.
 - Has difficulty in establishing or maintaining a personal social support system.
 - Requires help in basic living skills such as hygiene, food preparation or money management.
 - Exhibits inappropriate behavior that results in intervention by the mental health and/or judicial system.
3. **Duration:** Individuals are expected to require services of an extended duration or the treatment history meets at least one of the following criteria.
 - Has undergone psychiatric treatment more intensive than outpatient care more than once in a lifetime (e.g., crisis response services, alternative home care, partial or inpatient hospitalization).

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- Has experienced an episode of continuous, supportive residential care, other than hospitalization, for a period long enough to have significantly disrupted the normal living situation.

Service Area means the geographic area (city and county names) that the Board serves.

Service Capacity measures the ability of the Board to offer a particular service. There are three types of service capacity.

Number of Beds is the total number of beds for which the Board is licensed and staffed or the number of beds contracted for during the contract term.

Number of Slots is the maximum number of individual consumers who could be served during a day or a half-day session in day support programs and for which the program or service is staffed.

Number of Consumer Service Full Time Equivalents (FTEs) is the number of staff providing services to consumers converted to a standardized number of FTEs by dividing total number of hours available from full and part time direct care staff by the number of hours in the organization's standard work week annualized.

Service Units measure the volume of services provided. There are four types of units.

Provider Service Hour is a continuous period measured in fractions or multiples of an hour that identifies the amount of staff effort (hours) related to provision of direct and consumer-related services to consumers.

Bed Day involves an overnight stay by a consumer in a residential or inpatient program, facility, or service.

Day Support Hour is one hour of service received in a day support service.

Day of Service is five or more hours of service received by a consumer in a day support service. If a session lasts three or more but less than five hours, it should be counted as a half day

State Board means the State Mental Health, Mental Retardation and Substance Abuse Services Board.

State-controlled funds means state general funds and federal funds appropriated by the General Assembly and allocated by the Department to the Board for the provision of community mental health, mental retardation, and substance abuse services.

Subcontract means a written agreement between the Board and a third party, under which the third party performs any of the Board's obligations under this contract. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase by the Board of services or goods from another organization or agency or a person on behalf of an individual consumer.

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Subcontractor means an entity that agrees to furnish services to consumers or to perform any administrative function or service for the Board specifically related to fulfilling the Board's obligations to the Department.

Substance Abuse, as defined by DSM IV, means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. It leads to clinically significant impairment or distress, as manifested by one (or more) of the following occurring within a 12-month period:

1. recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions, or expulsions from school; neglect of children or household);
2. recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
3. recurrent substance-related legal problems (e.g., arrests for substance-related disorderly conduct);
4. continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxication, physical fights).

The symptoms have never met the criteria for substance addiction (dependence).

Substance Addiction (Dependence) means uncontrollable substance-seeking behavior involving compulsive use of high doses of one or more substances resulting in substantial impairment of functioning and health. Tolerance and withdrawal are characteristics associated with dependence. DSM IV defines substance dependence as a maladaptive pattern of substance use, leading to clinically significant impairment or distress, as manifested by three (or more) of the following, occurring at any time in the same 12-month period:

1. tolerance, as defined by a need for markedly increased amounts of the substance to achieve intoxication or desired effect or markedly diminished effect with continued use of the same amount of the substance;
2. withdrawal, as manifested by the characteristic withdrawal syndrome for the substance or the same (or a closely related) substance is taken to relieve or avoid withdrawal symptoms;
3. the substance is often taken in larger amounts or over a longer period than was intended;
4. there is a persistent desire or unsuccessful efforts to cut down or control substance use;
5. a great deal of time is spent on activities necessary to obtain the substance, use the substance, or recover from its effects;
6. important social, occupational, or recreational activities are given up or reduced because of substance use;
7. the substance use is continued despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by the substance.

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4.0 Payment for Services

- 4.1 Allocations of State-Controlled Funds:** The Department may allocate amounts of state-controlled funds to the Board in one or more of the following categories: ongoing services funds, purchase of individualized services funds, and special project funds. Allocations of state-controlled funds shall not be based on, or tied to numbers of individuals in priority populations.

The Department shall inform the Board of its allocations in a letter of notification. Allocation amounts may be adjusted during the term of this contract by the Department. All adjustments shall be communicated to the Board in writing by the Commissioner or his designee.

- 4.2 Payment Methods:** The Department shall disburse payments of state-controlled funds for the three categories of allocations in the following manner. Payments will be made in accordance with the provisions of Attachment 6.2.3 to this contract. The Department may withhold payments if the required reports have not been received in accordance with the provisions of Attachments 5.7.1 and 6.2.3 to this contract or the Board is not in substantial compliance with this contract.

1. Payments of state general and federal funds for ongoing services shall be disbursed prospectively on a semi-monthly basis to the Board. Payments may be revised to reflect funding adjustments.
2. Payments of state general and federal funds to purchase individualized services may be disbursed prospectively or retrospectively on a semi-monthly or monthly basis, depending on how the initiative is structured, to the Board after plans of care or individualized services plans (ISPs) have been reviewed and approved by the Department. The Department may retain unexpended state general or federal funds in this category through adjustments to these allocations during the contract period or payments to the Department or adjustments to future funding allocations after the end of this contract, depending on specific provisions in the ISP.
3. Payments of state general and federal funds for special projects shall be disbursed on a semi-monthly basis to the Board after the project is approved. Depending on the design of the project:
 - a. funds may be disbursed prospectively or retrospectively;
 - b. the Department may retain unexpended state general or federal funds or the Board may retain these funds for reinvestment in the project; and
 - c. financial incentives or disincentives may affect the amount of funds paid to the Board.

- 4.3 Performance Contract Funds:** The Board shall identify amounts of performance contract funds that it proposes to use to pay for services in this contract in one or more of the following categories.

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1. **Ongoing services funds** are those state general and federal funds allocated by the Department in the previous fiscal year, adjusted for salary increases appropriated by the General Assembly, related minimum local matching funds if applicable, Medicaid State Plan Option (SPO) fees, any balances of unexpended or unencumbered state general funds from previous fiscal years used as retained *earnings* in this contract, and any other associated fees or other revenues that support the continued provision of existing levels of core services by the Board, directly or through contracts.
2. **Purchase of individualized services funds** are those existing and new state general and federal funds, related minimum local matching funds if applicable, Medicaid SPO fees, all Medicaid MR Waiver fees, any other fees or revenues associated with individualized services plans that are paid for with these funds, *and any balances of unexpended or unencumbered state general funds from previous fiscal years that are designated to purchase individualized services for consumers who:*
 - a. are ready for discharge from state facilities,
 - b. are at risk of admission to state facilities,
 - c. meet the level of care parameters for state facility admission, or
 - d. are in another identified population group.

Purchased services shall be based on individualized services plans developed by the Board and reviewed and approved by the Department.

3. **Special project funds** are those state general and federal funds, related minimum local matching funds if applicable, Medicaid SPO fees, any other fees or revenues, and any balances of unexpended or unencumbered state general funds from previous fiscal years that are designated to fund or are associated with special projects or specific initiatives, such as programs of assertive community treatment (PACT) teams, assisted living facility (ALF) pilots, and regional state facility diversion initiatives.

Other funds that are associated with the provision of services under this contract may be included in Exhibit A. The Board shall allocate all revenues previously identified for CSB Administration across some or all of the three program areas and inform the Department of this distribution.

- 4.4 **Federal Grants:** The Department will disburse federal grant funds that it receives to the Board in accordance with the requirements of the applicable federal grant.

5.0 Scope of Work

- 5.1 **Services:** Exhibit A shall include those mental health, mental retardation, and substance abuse services provided or contracted by the Board that are funded with performance contract funds and may include mental health, mental retardation, and

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substance abuse services provided by the Board that are funded by local funds not required under state statute and other funds associated with the provision of those services. The Board is required under this contract to provide those services, identified in Exhibit A, that are funded with performance contract funds, as defined in this contract. Exhibit A is contained in Attachment 5.1 to this contract. Services are defined in the current Core Services Taxonomy 6 Summary, contained in Attachment 5.2 and in the Medicaid State Plan Option and Mental Retardation Home and Community-Based Waiver regulations promulgated by the DMAS. If mental health, mental retardation, or substance abuse services provided by the Board that are funded by local funds not required under state statute or other funds associated with the provision of those services are not included in Exhibit A, then the Board shall provide revenue, cost, consumer, and service information to the Department about such services in Tables 3, 3A, 4, 4A, 5 and 5A of the Performance Contract Supplement, which are submitted with but are not a part of the Board's fourth quarter report.

- 5.2 Expenses for Services:** The Board shall provide those services that are funded with performance contract funds within the revenues and expenses set forth in Exhibit A and documented in the Board's financial management system. The Exhibit A for each program area shall display information about services in one or more of the following three subsections:
1. ongoing services;
 2. purchase of individualized services for individualized services plans or plans of care, including all MR Waiver services provided directly or contractually by the Board; and
 3. special projects, such as PACT teams and census diversion projects.

The Board shall allocate or distribute its administrative and management expenses across some or all of the three program areas on a basis that is in accordance with Uniform Cost Report principles, is auditable, and satisfies GAAP. The Board shall maintain adequate information about its administrative and management expenses locally to support and explain this allocation or distribution, and the Board shall furnish this information upon request to the Department.

- 5.3 Continuity of Care:** Section 37.1-197.1 of the *Code of Virginia* requires the Board to function as the single point of entry into the publicly-funded mental health, mental retardation, and substance abuse services system.

5.3.1 Preadmission Screening: The Board shall provide prescreening services pursuant to §§ 37.1-65, -67.1, -67.3, -197.1, and 16.1-335 et seq. of the *Code of Virginia* and in accordance with the Continuity of Care Procedures in Attachment 5.3.1 to this contract for any person who resides in the Board's service area.

5.3.2 Access to State Facility Services: The Board shall follow the Continuity of Care Procedures in Attachment 5.3.1 to this contract. The Board shall comply with the *Procedures for Continuity of Care Between Community Services Boards and State*

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Psychiatric Facilities (February 3, 1997), which address civil and forensic admissions and are incorporated by reference as part of this contract.

5.3.3 Predischarge Planning: The Board shall provide predischarge planning pursuant to § 37.1-197.1 of the *Code of Virginia* and the Continuity of Care Procedures in Attachment 5.3.1 to this contract. Section 37.1-197.1 of the *Code of Virginia* contains the following requirements.

1. The Board shall provide predischarge planning for any person, who prior to admission resided in the Board's service area or who chooses to reside there after discharge, who is to be discharged from a state facility pursuant to § 37.1-98 of the *Code of Virginia*.
2. The predischarge plan shall be completed prior to the person's discharge.
3. The predischarge plan shall be prepared with the involvement and participation of the consumer or his representative, and it must reflect the consumer's preferences to the greatest extent possible.
4. The predischarge plan shall include the mental health, mental retardation, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services that the consumer will need upon discharge into the community.
5. The predischarge plan shall identify the public or private agencies that have agreed to provide these services.

The Board shall work directly or through representatives with the Department to develop uniform statewide Predischarge Planning Protocols by December 1, 2001, which subsequently shall become part of this contract through an amendment as Attachment 5.3.3.

5.3.4 Disagreements Regarding Readiness for Discharge From State Facilities: The Board shall comply with the provisions of § 37.1-197.1 of the *Code of Virginia* and the processes and procedures in the Review of Disagreements Regarding Determinations of Clinical Readiness for Discharge From State Facilities in Attachment 5.3.4 to this contract.

5.3.5 Admission to Services: The Board is responsible for all admissions to services that it supports with performance contract funds. The Board shall maintain information on the total numbers of admissions by program area and by priority population during the term of this contract and shall report this quarterly to the Department.

In order for an admission to occur, the following actions are necessary:

1. an initial face-to-face contact is made,
2. a clinical screening/initial assessment is conducted, and
3. a unique consumer identifier is assigned or retrieved from the MIS if the person has been admitted for a previous episode of care.

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Under this definition, it is possible that the admission to the Board and date of program enrollment may be the same for a consumer's first program enrollment. It is also possible that an individual's admission and discharge to the Board may occur on the same day if there is only a single encounter.

The consumer is admitted to the Board but documentation necessary for enrollment in services is not required under the following conditions. The consumer is seen for only:

1. a court-ordered or psychological evaluation.
2. an initial assessment (i.e., a single contact for the purpose of screening, triage, and referral), including a prescreening assessment that does not result in hospitalization, or
3. an initial assessment that results in placement on a waiting list for services with no services provided in the interim.

In these cases, services are provided and numbers served are still counted and reported under the appropriate services category or subcategory (e.g., emergency, outpatient), but the documentation necessary for program enrollment is not a requirement.

Individuals who are seen only for a court-ordered or psychological evaluation or an initial assessment (i.e., a single contact for the purpose of screening, triage, and referral), including a prescreening assessment that does not result in hospitalization and persons who only receive emergency or crisis intervention services or prevention services will not be assessed for priority population classification. Individuals who are seen only for an initial assessment that results in placement on a waiting list for services with no services provided in the interim will be assessed for priority population classification.

In order for a program enrollment to occur, the following actions, accompanied by appropriate documentation, are necessary:

1. determination that the person is in need of services available through the Board or its contracted agencies,
2. completion of a psychosocial history (if not fully completed at the time of admission),
3. diagnosis or provisional diagnosis of the consumer's condition,
4. determination of priority population classification status, and
5. initiation of the development of an individualized services plan or plan of care.

In the case of a prescreening that results in a state or local hospitalization, the person is admitted to the Board and enrolled in case management for the purpose of monitoring the individual's hospitalization, pre-discharge planning, and discharge. Documentation requirements necessary for enrollment, however, are waived until the individual is discharged from the hospital and returns to the Board for services, if this is the disposition.

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5.3.6 Discharge from Services: The Board is responsible for all discharges from services that it supports with performance contract funds. The Board shall maintain information on the total numbers of discharges by program area and by priority population during the term of this contract and shall report this information quarterly to the Department.

A person is discharged from the Board if any of the following conditions exists. The consumer has:

1. been determined to need no further services,
2. been released from enrollment at all Board and Board-contracted services,
3. received no Board services in 180 days from the date of the last face-to-face contact,
4. relocated, or
5. died.

Persons may be discharged in less than the maximum time since the last face-to-face contact (i.e., less than 180 days) at the Board's discretion, but the person must be discharged if no face-to-face services have been received in the maximum allowable time period for that episode of care. Once discharged, should a consumer return for services, that person must be readmitted; the subsequent admission begins a new episode of care.

5.3.7 Case Reporting: The Board shall maintain information on the numbers of active and closed cases by program area and priority population during the term of this contract and shall report numbers of active cases as of the last day of the term of this contract and numbers of cases closed during the term of this contract to the Department.

5.3.8 Provider Participation: To document the participation of private and other other public providers in the Board's network of services, the Board shall submit Attachment 5.3.8, which identifies by program area the private and other public providers that subcontract with it and the types of services, numbers of consumers served, and amounts of funds in those contracts, with its fourth quarter report.

5.3.9 Interagency Relationships

1. Pursuant to the case management requirements of § 37.1-194 of the *Code of Virginia*, the Board shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that the consumer is able to access the treatment, training, rehabilitative, and habilitative mental health, mental retardation, and substance abuse services and supports identified in his individualized services plan.

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2. The Board shall develop and maintain joint written cooperative agreements, as required by § 37.1-197 of the *Code of Virginia*, with the following agencies and organizations that exist within the political subdivisions served by the Board:
 - local school divisions,
 - health departments,
 - sheriffs,
 - local housing authorities,
 - local boards of social services,
 - area agencies on aging, and
 - regional Department of Rehabilitative Services offices.
3. The Board shall also develop and maintain, in conjunction with the courts having jurisdiction in the political subdivisions served by the Board, cooperative plans that describe how the provisions of §§ 37.1-67.01 through 67.6 and related sections of the *Code of Virginia* pertaining to the involuntary admission process will be implemented. Plans shall also specify the services to be provided to consumers and must be reviewed annually by the courts and the Board.
4. The Board shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§§ 2.1-746 through -759.1 of the *Code of Virginia*) and Part C of the Individuals with Disabilities Education Act that relate to the services covered by this contract. Nothing in this contract shall be construed as requiring the Board to provide services related to these two acts in the absence of appropriate funding and interagency agreements.

5.3.10 Coordination of Mental Retardation Waiver Services: The Board shall provide case management services to consumers who are receiving services under the Medicaid Mental Retardation (MR) Home and Community-Based Waiver. In this capacity the Board shall develop the individualized services plan (plan of care) and submit it to the Department for approval. As part of its specific case management responsibilities for individuals receiving MR Waiver services, the Board shall coordinate and monitor the delivery of all services to its consumers, including those services provided by independent vendors who are reimbursed directly by the DMAS (reference the DMAS *Mental Retardation Community Services Manual*, Chapters II and IV). The Board may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority (e.g., the Department, Department of Medical Assistance Services, Virginia Department of Social Services). In fulfilling this service coordination responsibility, the Board shall not restrict or seek to influence the consumer's choice among qualified service providers. This section does not, nor shall it be construed to, make the Board legally liable for the actions of independent vendors of MR Waiver services who are reimbursed directly by the DMAS, if the Board does not have a contract with the vendor for those services.

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- 5.3.11 Linkages with Primary Care:** The Board shall assure coordination of mental health, mental retardation, and substance abuse services with primary medical services provided to its consumers, in response to the requirements of the applicable provisions of the Department's current Licensing Regulation, including §§ 3.1, 3.3, 3.10, and 3.19, and any Licensing Regulation that may be promulgated during the term of this contract. The Board also shall assure coordination with hospitals, especially emergency rooms and emergency room physicians, when the Board arranges for the care and treatment of its consumers in such facilities in order to promote continuity of care for those consumers.
- 5.3.12 Access to Housing:** The Board shall develop and implement procedures to ensure that, pursuant to § 37.1-197.1 of the *Code of Virginia* and subject to the provisions in section 8.1 of this contract, each consumer who is being discharged from a state mental health or mental retardation facility has a housing arrangement of the type identified in his predischARGE plan in which to live that has been confirmed prior to his discharge, pursuant to § 37.1-197.1 of the *Code of Virginia*. The Board shall, to the extent practicable, develop and implement procedures to ensure that other consumers have access to appropriate housing arrangements of types identified in their individualized services plans. Housing provided by or through the Board shall reflect the criteria in Attachment 5.3.12 to this contract.
- 5.3.13 Sharing Consumer Information:** Copies of individual consumer records in the possession of the Board regarding medical, psychiatric, and other evaluations and treatment of a consumer shall be transferred from one Board to another and to any state facility, in compliance with applicable statutory and regulatory requirements related to confidentiality and sharing of information about consumers. Whenever possible, such sharing shall be done with the consent of the consumer or his representative.
- 5.3.14 Coordination with Local Psychiatric Hospitals:** The Board shall coordinate a consumer's admission to and discharge from local psychiatric units and hospitals to assure appropriate use of these services in the least restrictive setting and to prevent inappropriate use of those hospitals.
- 5.3.15 Forensic Services:** The Board shall provide forensic services in accordance with the provisions in Attachment 5.3.15 to this contract.
- 5.3.16 Access to Services:** The Board shall not require a consumer to receive case management services in order to receive other services that it provides, directly or contractually, unless the person is a member of a priority population, as determined in accordance with section 5.8.2 of this contract; the person is receiving more than one other service from the Board; or a licensed physician employed or contracted by the Board determines that such case management services are medically necessary for the consumer.

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5.4 Consumer and Family Member Involvement and Participation

5.4.1 Roles of Family Members and Significant Others: The Board shall, with the consumer's consent, actively involve family members, guardians, and significant others in the care of the consumer, unless their involvement is not clinically appropriate.

5.4.2 Family Involvement with Adolescents: The Board shall, with the adolescent consumer's consent, actively involve family members, guardians, and significant others in his care, consistent with § 54.1-2969 of the *Code of Virginia* and any other federal or state privacy protection, confidentiality, or third party communication requirements, unless their involvement is not clinically appropriate.

5.4.3 Consumer Participation and Family Involvement in Treatment Planning: The Board shall ensure the maximum feasible degree of participation by the consumer and, with the consumer's consent, his family member, guardian, other individual, or authorized representative in services planning and treatment decisions and activities, unless the involvement of such other parties is not clinically appropriate.

5.4.4 Language: The Board shall, to the extent practicable, ensure the delivery of services in a manner that is comprehensible by its consumers. This includes communicating orally and in writing in their primary languages, including Braille and American Sign Language where necessary, and at appropriate reading comprehension levels. The Board shall, to the greatest extent practicable, develop and implement procedures to ensure access to mental health, mental retardation, and substance abuse services needed by individuals who are deaf, hard of hearing, late deafened, or deafblind, in accordance Attachment 5.4.4 to this contract.

5.4.5 Culturally Competent Services: The Board shall provide and contract for services that address, to a reasonable extent, the cultural and linguistic characteristics of the geographic area and populations that it serves. Culturally competent services are defined in section 3.0 of this contract.

5.4.6 Services Monitoring: The Board shall, to the extent practicable, use teams of consumers, family members, advocates, and other interested individuals to monitor, evaluate, and provide feedback on the operations of its direct and contracted services. Team members should be reimbursed, upon their request, for their expenses incurred in discharging their services monitoring responsibilities.

5.4.7 Formal Feedback Process: The Board shall, to the extent practicable, provide and make their consumers and family members aware of a formal process through which it receives feedback about services that are provided directly or contracted and about the unmet service needs in the area that it serves.

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5.5 Quality of Care

5.5.1 Individualized Services Plan (ISP)

5.5.1.1 Assessment: Each consumer shall receive a clinical assessment consistent with licensing regulations issued by the Department that is performed by an individual with appropriate clinical training. The assessment and the development of the ISP shall be completed within the time periods specified in the applicable Medicaid SPO and MR Waiver or Departmental licensing regulations. After the initial assessment, the consumer shall be referred to a qualified service provider for treatment appropriate to his condition or needs.

5.5.1.2 Service Planning: The Board shall develop and implement a written ISP for each consumer admitted to service that is appropriate to the needs of the consumer and the scope of the services required. This plan shall include an assessment of level of functioning, treatment goals, and all services and supports needed, whether delivered by the Board, its subcontractors, or by other providers. For individuals with mental retardation, the person-centered process should be used to develop the ISP or plan of care. This process is described in Attachment 5.5.1.2 to this contract.

5.5.1.3 Consumer and Family Member Participation: The Board shall ensure that each consumer and, with the consumer's consent, his family member, guardian, other individual, or authorized representative is given the opportunity to participate to the maximum extent possible in the development and modification of the consumer's ISP, including the opportunity to attend service planning and treatment team meetings. The Board shall develop the consumer's individualized services plan with the full involvement and participation of the consumer or that person's legal representative, signified by the consumer's or representative's signature on the plan.

5.5.1.4 Plan Implementation: The implementation of the ISP shall be documented and the ISP shall be reviewed at least every six months or more often as indicated by the consumer's level of functioning. Discharge planning and discharge from services shall be consistent with the ISP or the program's criteria for discharge. The Board must operate within accepted standards of practice for any given service modality.

5.5.2 Data Access: The Department reserves the right, pursuant to provisions of § 37.1-197 of the *Code of Virginia*, of access to all data, collected or maintained by the Board, about individual consumers who are served by the Board with services purchased through this contract.

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5.5.3 Quality Improvement and Risk Management: The Board shall, to the extent practicable, develop and implement quality improvement and risk management processes that utilize and are consistent with the Performance and Outcomes Measurement System and other data sources to improve services and enable the ongoing review of all major areas of the Board's responsibilities under this contract.

5.5.3.1 Quality Improvement Plan: The Board shall participate with the Department to identify by April 1, 2002, the essential components of and format for a quality improvement plan, which will integrate and incorporate Performance and Outcomes Measurement System and Comprehensive Human Rights Information System data, so that the Board can develop and submit such a plan to the Department for review and approval in SFY 2003.

5.5.3.2 Risk Management Plan: If the Board is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government risk management policies and procedures, or a behavioral health authority, the Board shall participate with the Department to identify the essential components of and format for a risk management plan by April 1, 2002, so that it can develop and submit such a plan to the Department for review and approval in SFY 2003.

5.5.4 State Mental Health Facility Bed Utilization Targets: The Board shall monitor its usage of state facility beds within its state mental health facility bed utilization targets, shown in Attachment 5.5.4 to this contract, for adult beds, established pursuant to § 37.1-198 of the *Code of Virginia*. During this contract period, the Department will track and monitor the Board's utilization of state facility beds by type of bed at each facility. Utilization will be measured by bed days received by consumers for whom the Board is the case management board. No financial incentives or disincentives shall be attached to these bed utilization targets during the term of this contract. The Department may display utilization statistics, grouped by type of Board (e.g., kind of Board, urban/rural population, budget size), on its Internet web site.

5.5.5 Board Performance Measures

5.5.5.1 Measures: The Board shall implement Board performance measures, through the Performance and Outcomes Measurement System (POMS), in accordance with Attachments 5.5.5.1 and 5.5.5.3 to this contract to assess its performance. All data collection and reporting shall be conducted in compliance with the requirements detailed in the *MH/SA POMS Operations Manual – Version 1.1* and the *MR POMS Operations Manual - Version 1.0* (or the most recent version) and the provisions of §§ 37.1-98.2 and 198 of the *Code of Virginia*, beginning on the first day of the term of this contract.

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All consumer demographic, clinical, and outcome data collected during a given month shall be reported to the Department by the last day of the following month. All services data collected during a given quarter shall be reported to the Department by the last day of the month following the end of the quarter. These reporting requirements are contingent on the Department supplying the necessary specifications to the Board in time for the Board to make needed changes in its automated information systems. The Department may publish and disseminate a report card on the completeness, accuracy, and timeliness of all data submissions from each Board.

5.5.5.2 Agency Survey: The Board shall, to the extent practicable, conduct a survey for each program area, using the POMS Inter-system Survey, of agencies that make referrals to the Board to assess the satisfaction of those agencies with its services and to identify service needs.

5.5.5.3 Individual Board Performance Measures: The Department may negotiate specific, time-limited measures with the Board to address identified performance concerns or issues. Such measures shall be contained in Attachment 5.5.5.5 to this contract.

5.5.6 Consumer Outcome Measures: At the consumer level, outcome measures describe what the individual is able to achieve, based on his goals and abilities, with the help of the services received from the Board.

5.5.6.1 Measures: The Board shall implement consumer outcome measures, through the POMS, in accordance with Attachments 5.5.5.1 and 5.5.5.3 of this contract to assess its performance. All data collection and reporting shall be conducted in compliance with the requirements detailed in the *MH/SA POMS Operations Manual – Version 1.1* and the *MR POMS Operations Manual - Version 1.0* (or the most recent version) and the provisions of §§ 37.1-98.2 and 198 of the *Code of Virginia*, beginning on the first day of the term of this contract.

All consumer, demographic, clinical, and outcome data collected during a given month shall be reported to the Department by the last day of the following month. All services data collected during a given quarter shall be reported to the Department by the last day of the month following the end of the quarter. These reporting requirements are contingent on the Department supplying the necessary specifications to the Board in time for the Board to make needed changes in its automated information systems. The Department may publish and disseminate a report card on the completeness, accuracy, and timeliness of all data submissions from each Board.

5.5.6.2 Consumer Satisfaction Survey: The Board shall participate in an assessment of consumer satisfaction, using measures in the Performance

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and Outcomes Measurement System, in accordance with Attachment 5.5.5.1 of this contract.

5.5.6.3 Independent Survey: The Department may conduct or contract for an independent assessment of consumer satisfaction with the services of the Board, compare the results with those of other boards, and disseminate this information.

5.5.7 Program and Service Reviews: The Department reserves the right to conduct or contract for reviews of programs or services provided or contracted for by the Board under this contract to examine their quality or performance at any time in response to concerns or issues that come to its attention.

5.5.8 Community Care Protocols: The Board shall participate with the Department to develop or identify professionally-recognized community care protocols that will enhance or improve the quality of care provided by the Board, directly or through contracts with other providers.

5.5.9 System Leadership Council: The Board shall participate, directly or through other representatives appointed by the Virginia Association of Community Services Boards, on the System Leadership Council established by the Department. The Council shall, among other responsibilities:

1. identify, discuss, and resolve communication issues and problems;
2. examine current system functioning and identify ways to improve or enhance the operations of the system;
3. identify, develop, propose, and monitor the implementation of new service modalities, systemic innovations, and other approaches for improving the accessibility, responsiveness, and cost effectiveness of the publicly-funded mental health, mental retardation, and substance abuse services system.

5.6 Protection of Consumers

5.6.1 Human Rights

5.6.1. Assurance of Consumers' Human Rights: The Board shall develop and adopt local human rights policies and procedures that: (1) comply with the current Human Rights Regulation promulgated by the State Board or any Human Rights Regulation that may be promulgated during the term of this contract and the *Code of Virginia*, (2) have been approved by the State Human Rights Committee, as applicable, and (3) ensure the timely and equitable resolution of allegations of human rights violations; and the Board shall comply with any Human Rights Regulation that may be promulgated during the term of this contract.

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5.6.1.2 Reporting: The Board shall report allegations or complaints of abuse, neglect, or other violations of a consumer's human rights by telephone or facsimile machine to the regional advocate who works with the Board and shall enter data about allegations or complaints into the Comprehensive Human Rights Information System (CHRIS) within 24 hours after receiving the allegation or complaint. The Board shall comply with established procedures for reporting allegations of neglect and abuse of children and adults, as defined in §§ 63.1-55.2 and 248.2 of the *Code of Virginia*, to the Department of Social Services, in accordance with applicable statutory reporting requirements.

5.6.1.3 Investigations and Follow Up Reports: The Board shall initiate or cooperate in an impartial investigation within 24 hours of an allegation or complaint of abuse, neglect or other violation of a consumer's human rights or on the next business day if the 24 hour period ends on a weekend or holiday. The Board shall provide a written report of the results of an investigation of an allegation or complaint of abuse, neglect, or other violations of a consumer's human rights to the regional advocate employed by the Department who works with the Board within 10 working days from the date on which the investigation began.

5.6.1.4. Department Investigations: The Department retains the right to investigate allegations or complaints of human rights violations at the Board and its subcontractors, consistent with its licensing and human rights regulations. The Board shall cooperate with any investigation of allegations or complaints of human rights violations conducted by the Department or by the Department for the Rights of Virginians with Disabilities.

5.6.1.5 Relationship with Consumer Dispute Resolution Mechanism: Allegations of violations of all human rights covered under the current Human Rights Regulation shall be addressed through procedures in that regulation. Anytime a dispute involves a potential human rights violation, it should be reported to the regional advocate who works with the Board and entered into the CHRIS. Consumers may choose to address disputes or complaints related to the availability, accessibility, appropriateness, quality, or quantity of care and treatment, which they do not believe constitute potential human rights violations through the consumer dispute resolution mechanism required in section 5.6.2 of this contract. If the consumer chooses to use the dispute resolution mechanism for a dispute that is later determined to be a potential human rights violation, then the consumer may pursue resolution through the procedures in the Human Rights Regulation in effect at that time.

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5.6.2 Consumer Disputes

5.6.2.1 Disputes: Consumers or their authorized representatives may complain about any aspect of service delivery, including complaints regarding the availability, accessibility, appropriateness, quality, or quantity of care and treatment, that is provided by or through the Board. Initially, the consumer should attempt to resolve his concern or issue with his Board case manager or primary therapist. If the complaint is not resolved *satisfactorily* informally or if the consumer chooses not to pursue informal resolution, then the consumer may seek resolution through the dispute resolution mechanism in section 5.6.2.3 of this contract.

5.6.2.2 Effect on Services: The filing of a complaint by a consumer or his authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that consumer unless an action that produces such an effect is based on clinical or safety considerations and is documented in the consumer's ISP. In no situation shall the filing of a complaint result in any retaliatory action by the Board against the consumer.

5.6.2.3 Dispute Resolution Mechanism: The Board shall participate with the Department to identify by December 1, 2001 the essential elements of and requirements for the consumer dispute resolution mechanism required in § 37.1-197 of the *Code of Virginia*, including parameters for use and ways to distinguish between potential human rights complaints and disputes that would be subject to resolution through this mechanism. These elements and parameters shall become part of this contract through amendment, and the Board shall implement its dispute resolution mechanism not later than June 1, 2002.

5.6.2.4 Department Approval: The Board's consumer dispute resolution mechanism shall satisfy the requirements in section 5.6.2 of this contract. The Board shall submit its mechanism to the Department by May 1, 2002, and it is subject to review and approval by the Department.

5.6.3 Critical Incident Reporting

5.6.3.1 Reporting: The Board shall report the following critical incidents, when they occur during the time that a consumer is receiving services operated or contracted by the Board, to the Department by telephone and facsimile machine within the following time frames.

5.6.3.1.1 Incidents Reported to Licensing: The following critical incidents shall be reported within 24 hours of occurrence in residential programs and within 24 hours of becoming known in all other services to the licensing specialist employed by the Department who

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works with the Board, in accordance with Part II, Article 6, § 2.67 of the current Department Licensing Regulation or in accordance with reporting requirements contained in any Licensing Regulation that may be promulgated during the term of this contract:

1. the death of a consumer,
2. serious injuries to consumers, and
3. serious injuries to others caused by consumers.

Reports of death or serious injury shall include, but not be limited to:

1. the date and place of the death or serious injury,
2. whether the death or serious injury was expected or unexpected,
3. the nature of injuries and the treatment required, and
4. the circumstances of the death or serious injury (e.g., as a result of suspected or confirmed abuse, neglect, or exploitation; suicide, or homicide).

5.6.3.1.2 Incidents Reported to Human Rights: The Board shall report seclusion or restraint episodes that are not in compliance with the current Human Rights Regulation or any Human Rights Regulation that may be promulgated during the term of this contract to the regional advocate employed by the Department who works with the Board within 24 hours of occurrence.

5.6.3.2. Seclusion/Restraint: The Board shall submit a monthly report of episodes of seclusion or restraint to the Quality Manager in the Department's Office of Health and Quality Care by facsimile machine or mailed form by the 10th of the month for the preceding month.

5.6.3.3. Department Investigations: The Department retains the right to investigate reports of critical incidents at the Board and its subcontractors, consistent with its licensing regulations. The Board shall cooperate with any investigation of critical incidents conducted by the Department or by the Department for the Rights of Virginians with Disabilities.

5.7 Reporting Requirements

5.7.1 Board Responsibilities: For purposes of reporting data and information to the Department, the Board shall:

1. follow the current Core Services Taxonomy 6, Medicaid Waiver definitions in Attachment 5.2, and Individualized Client Data Elements (ICDE) IV when responding to reporting requirements established by the Department;
2. maintain accurate information on all of its consumers;

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3. obtain and maintain automated management information systems, within available resources, capable of processing and reporting standardized consumer, service, encounter and outcome, financial, and personnel information based on the documents listed in item 1 and the requirements of CARS-ACCESS;
4. advise the Department's Office of Information Technology Services of the development or acquisition of automated information systems to assure their adequacy and compatibility with Department requirements;
5. meet all reporting requirements in section 5.7.2 and all administrative performance standards in Attachment 5.7.1 to this contract;
6. report minimum Treatment Episode Data Set (TEDS), formerly SCADS, information on individual consumers receiving substance abuse services to the Department, as mandated by the federal Substance Abuse and Mental Health Services Administration;
7. input information for the Inventory of Substance Abuse Treatment Services (I-SATS), formerly the Uniform Facility Data Set or UFDS;
8. report required demographic and service information in a standardized format prescribed by the Department about consumers with mental illnesses or mental retardation to the Department;
9. report required Inventory of Mental Health Organizations data in accordance with federal requirements;
10. provide the consumer, service, expense, staff, and revenue information required in quarterly and annual reports for this contract;
11. provide separate reports on Mental Health and Substance Abuse Federal Block grant RFP contracts, when applicable;
12. satisfy POMS data collection and reporting requirements; and
13. report Prevention Minimum Data Set (MDS) information on prevention services provided by the Board that are funded by the SAPT Performance Partnership Block Grant.

5.7.2 Routine Reporting Requirements: The Board shall account for all expenses accurately and submit reports to the Department using CARS-ACCESS in a timely manner to document these expenses. The Board shall provide the following information and meet the following reporting requirements to remain in compliance with the terms of this contract. All reports shall be provided in the form and format prescribed by the Department. Routine reporting requirements include:

1. for ongoing funding, the types and amounts of and expenses for services provided by program area (quarterly) and by core service (annually);
2. total numbers of individuals served by priority population for each program area (quarterly);
3. expense, revenue, consumer, priority population, and service information for regional initiatives and special projects (quarterly);
4. expense, revenue, consumer, priority population, and service information

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- for purchases of individualized services (quarterly);
- 5. numbers of consumers served in each core service (quarterly);
- 6. for ongoing funding, revenues received by source and amount by program area (quarterly);
- 7. basic socioeconomic and clinical data about consumers, by program area (unduplicated count) and priority population (annually);
- 8. numbers of service complaints, grievances, and resolutions (quarterly);
- 9. critical incidents;
- 10. Performance and Outcomes Measurement System data in Attachments 5.5.5.1 and 5.5.5.3 to this contract;
- 11. static service capacities (quarterly);
- 12. numbers of total admissions and discharges and by priority population for each program area (quarterly);
- 13. total numbers of active cases by priority population for each program area as of the last day of the term of this contract and closed cases by priority population for each program area during the term of this contract;
- 14. community waiting list information for the Comprehensive State Plan (annually);
- 15. State Facility Discharge Waiting List Data Base reports (quarterly) using ACCESS software supplied by the Department;
- 16. Federal Balance Report (October 30);
- 17. retained earnings report (annually), and
- 18. consumers receiving atypical medications (semi-annually). This consists of the unduplicated number of consumers for whom at least one scheduled dose of a new generation (atypical) anti-psychotic medication was prescribed by the Board during the reporting period and the unduplicated number of consumers for whom at least one scheduled dose of any anti-psychotic medication was prescribed by the Board during the reporting period. Scheduled does not include medications prescribed "as needed," "prn," or "now."

Quarterly reports are submitted after the end of the second quarter for quarters one and two, after the end of the third quarter for quarters one, two and three, and after the end of the fourth quarter for the entire term of the contract.

5.7.3 Participation in Department Information Systems: The Board shall supply information to the following Department information systems: the Forensics Information Management System (FIMS), the Comprehensive Human Rights Information System (CHRIS), the Performance and Outcomes Measurement System (POMS), and the Prevention Minimum Data Set (MDS).

5.7.4 Subsequent Reporting Requirements: The Board shall work with the Department to ensure that current data and reporting requirements are consistent with each other and with the current Core Services Taxonomy 6, Individualized Client Data Elements (ICDE), and TEDS and other federal reporting require-

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ments. The Board also shall work with the Department in planning, developing, and implementing any additional reporting or documentation requirements beyond those identified in this contract to ensure that such requirements are consistent with the current Core Services Taxonomy 6, ICDE, and TEDS and other federal reporting requirements.

5.8 PRIORITY POPULATIONS

5.8.1 Purposes: Priority populations provide the conceptual framework to track, monitor, and describe the use of performance contract funds for serving individuals in these populations and to identify those individuals who will be included in the Performance and Outcomes Measurement System.

5.8.2 Screening Instruments: The Board shall use the classification instruments in Attachment 5.8 to this contract to screen all new consumers enrolled in service for membership in a priority population. The Board may use an automated data collection system to gather this information, as long as the system can produce reports that display the information in the same format and order as the instruments in Attachment 5.8.

5.8.3 Service Provision: The Board shall ensure that individuals in priority populations receive needed services as expeditiously as possible. However, being in a priority population does not establish any legal entitlement to services on behalf of an individual or any mandate for the Board to provide services to the person.

5.8.4 POMS Implementation: The Board shall also use the screening instruments in Attachment 5.8, or automated equivalents described in section 5.8.2, to identify individuals in and construct the sample of persons from priority populations who will be included in the Performance and Outcomes Measurement System.

5.8.5 Tracking and Reporting: The Board shall monitor, track, and report on priority populations as part of its automated information system. The Board shall report revenue, expense, service, and consumer information about priority populations, including items identified in section 5.7.2 of this contract, to the Department, pursuant to § 37.1-198 of the *Code of Virginia*.

5.9 Discharge Assistance Project Participation: The Board shall adhere to provisions of the Discharge Assistance Project Agreement, Attachment 5.9.1 to this contract, if it participates in any Discharge Assistance Project (DAP) funded by the Department. Once it is signed by both parties, such Agreement shall be incorporated as part of this contract, and all applicable provisions of this contract shall apply to that project. If the Board's participation in the DAP causes it to be out of compliance with the minimum 10 percent local matching funds requirement in § 37.1-199 of the *Code of Virginia*, the Department shall grant a waiver of that requirement, related to the DAP funds, as authorized by that *Code* section and State Board Policy 4010.

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6.0 Board Requirements

6.1 Local Governance: The Board shall be constituted legally, in accordance with §§ 37.1-195 and -196 or -244 and -245 of the *Code of Virginia*, and its operation shall be governed by a set of bylaws that is reviewed and updated at least every four years. The Board shall provide information about the members of the Board in Attachment 6.1 to this contract. The Board shall also include a copy of its current organization chart with Attachment 6.1. The chart should include the following levels:

- local government(s) that established the Board,
- the Board,
- board committees (which should match those in the bylaws),
- executive director/administration,
- program area (MH, MR, SA) directors/programs/services, and
- contract agencies/programs (where applicable).

If the Board implements a major reorganization during the term of this contract, it shall submit a new organization chart to the Department in a timely manner. A major reorganization significantly changes the Board's relationship with local government, the Board itself, the executive director/administration, or senior clinical management.

6.2 Board Administrative Requirements

6.2.1 Board of Directors Administrative Requirements

1. The board of directors shall adopt and implement policies and procedures for decision-making and program operations.
2. The board of directors shall monitor direct and contractual service and program operations through regular service and financial reports, CPA audits, and periodic evaluations.
3. The board of directors shall maintain a formal record of its deliberations and actions, normally written minutes. Those minutes shall reflect actions required by the Virginia Freedom of Information Act to enter into and exit from closed sessions. The Board shall provide copies of its meeting announcements and minutes, long range plans, and annual reports to the Department as they are distributed publicly.

6.2.2 Board Document Submission Requirements: Along with the reporting requirements in section 5.7, the Board shall meet the following document submission requirements.

Board Requirement	Due Date
1. Performance Contract	June 29
2. Audit Reports	Specified in the Financial Management Standards for Community Services Manual

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|--|---|
| 3. Federal Block Grant I.V. Drug Abuse Treatment Utilization Reports | Whenever any I.V. drug abuse treatment program receiving federal block grant funds reaches or exceeds 90% of capacity |
| 4. Amended Contracts | December 31 and June 28 |
| 5. Federal Block Grant Pregnant Women Capacity | Whenever the Board has insufficient capacity to treat a pregnant woman |
| 6. Uniform Cost Report | 60 days after receipt of the audit from local government or the Board's independent auditor. |

6.2.3 Performance Contract Process: The Board shall follow the procedures and satisfy the requirements in the Performance Contract Process, contained in Attachment 6.2.3 to this contract.

6.2.4 Planning: The Board shall participate in collaborative local and regional service and management information systems planning with state facilities, other Boards, other public and private human services agencies, and the Department, as appropriate. In accordance with § 37.1-197 of the *Code of Virginia*, the Board shall provide input into long-range planning activities conducted by the Department, including the Comprehensive State Plan Update, required by § 37.1-48.1 of the *Code of Virginia*. The Board shall report unduplicated community waiting list information to the Department when required for the plan update, but no later than May 30 of this contract term. The Board shall develop its annual Comprehensive Community-Based Prevention Plan in accordance with the guidance package issued by the Department and submit its plan to the Department for review and approval.

6.2.5 Participation in State Facility Planning Activities: The Board shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facility system.

6.2.6 Providing Information: The Board shall provide any information requested by the Department that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.

6.2.7 Pharmacy Issues: The Board shall participate directly or through representatives in a study of pharmacy issues conducted by the Department.

6.3 Compliance with State and Federal Statutes, Regulations, and Requirements

6.3.1 General Compliance Requirements: The Board shall satisfy the following general compliance requirements to receive funds from the Department. The Board shall comply with applicable state and federal statutes and regulations; State Board regulations and policies; and Department procedures including:

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1. Community Mental Health, Mental Retardation and Substance Abuse Services, §§ 37.1-194 through -202.1 of the *Code of Virginia*;
2. State and Local Government Conflict of Interests Act, §§2.1- 639.1 through -639.24;
3. Virginia Freedom of Information Act, §§ 2.1-340.1 through -346.1, including its notice of meeting and public meeting provisions;
4. Privacy Protection Act, §§ 2.1-377 through -386;
5. Virginia Public Procurement Act, §§ 11-35 through -80;
6. Disclosure of Patient Information to Third Party Payors by Professionals, §§ 37.1-225 through -233;
7. Substance Abuse Services, §§ 37.1-203 through -223 of the *Code*;
8. Other applicable provisions of Title 37.1 and other Titles of the *Code of Virginia*;
9. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2;
10. Human Rights Regulation promulgated by the State Board;
11. Licensing Regulation promulgated by the State Board;
12. *Procedures for Continuity of Care Between Community Services Boards and State Psychiatric Facilities*;
13. Continuity of Care Procedures; and
14. Applicable provisions of the current Appropriation Act.

6.3.2 Specific Federal and State Requirements: The Board certifies that it is in full compliance with all applicable federal and state statutes, regulations, policies, and other requirements, including those in Attachment 6.3.2 to this contract.

6.4 Procurement Requirements, Policies, and Procedures

6.4.1 Virginia Public Procurement Act: The Board shall comply with the provisions of the Virginia Public Procurement Act, including the specific requirements for procurement, property management, and risk management.

6.4.2 Procurement Policies and Procedures: If it is an operating Board, an administrative policy Board that is not a local government department or is not required to adhere to local government procurement policies and procedures, or a behavioral health authority, written procurement policies and procedures shall be in effect that address internal procurement responsibilities, small purchases and dollar thresholds, ethics, and disposal of surplus property. Written procurement policies and procedures relating to vendors shall be in effect that address how to sell to the Board, procurement, default, and protests and appeals. All written policies and procedures must conform to the Virginia Public Procurement Act, §§ 11-35 through -80 of the *Code of Virginia* and the current *Community Services Procurement Manual* issued by the Department. If the Board is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required by its local government(s) to do so, it shall comply with its local

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government's procurement policies and procedures, which must conform to the Virginia Public Procurement Act, §§ 11-35 through -80 of the *Code of Virginia*.

6.4.3 Procurement Manual: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government procurement policies and procedures, or a behavioral health authority, the Board shall be in material compliance with the requirements contained in the current Community Services Procurement Manual issued by the Department. The Department shall revise and update this manual as needed and shall provide a copy to the Board.

6.4.4 Personnel: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government procurement policies and procedures, or a behavioral health authority, the Board shall employ staff with appropriate knowledge, skills, abilities, and experience to meet the procurement-related requirements of this contract. If it is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required to adhere to local government procurement policies and procedures, the Board shall receive support and assistance from its local government to meet the procurement-related requirements of this contract.

6.4.5 Department Review: The Department may conduct a review of the Board's procurement activities at any time during the term of this contract. The review will include a sampling of Board subcontracts. The Board shall submit a formal plan of correction to the Department within 30 days of receipt of the official report of a review. Minor compliance issues must be corrected within 30 days of submitting the plan. Action to correct major compliance issues must be initiated within 30 days and completed within 180 days of submitting the plan, unless the Department grants a written waiver. Results of the review and the Board's progress in correcting any deficiencies may be included in any information about boards that may be issued by the Department.

6.5 Financial Management Requirements, Policies, and Procedures

6.5.1 Generally Accepted Accounting Principles: The financial management and accounting system must operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles (GAAP). It must include necessary personnel and financial records and a fixed assets system. It must provide for the practice of fund accounting and adhere to cost accounting guidelines issued by the Department. The Board must inform the Office of Financial Assistance and Review in the Department of the acquisition of any automated financial management information system, purchased with state-controlled funds, to assure its adequacy and compatibility with Department requirements.

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6.5.2 Accounting: The Board shall account for all service and administrative expenses, accurately and submit timely reports to the Department to document these expenses. The Board shall submit a practice version of the Uniform Cost Report for SFY 2001 in a form and format defined in the Uniform Cost Report Manual issued by the Department, pursuant to § 37.1-198 of the *Code of Virginia*, within 60 days after the Board receives the report of its audit for purposes of using the report. An official version of the Report will be submitted for SFY 2002.

6.5.3 Annual Independent Audit: If it is an operating board, an administrative policy board that is not included in a city or county government audit, or a behavioral health authority, the Board shall obtain an annual audit conducted by independent certified public accountants. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP). The appropriate GAAP basis financial reporting model is the Health Care Organizations Guide produced by the American Institute of Certified Public Accountants. Copies of the audit and the accompanying management letter must be provided to the Department and to each local government that established the Board. The Board shall, to the extent practicable, obtain an unqualified audit opinion. Deficiencies and exceptions noted in the audit or management letter must be resolved or corrected within a reasonable period of time, mutually agreed upon by the Board and the Department. If the Board is not included in a city or county government audit, it must publish a statement of financial condition in a local newspaper, pursuant to § 2.1-164 of the *Code of Virginia*.

6.5.4 Performance Contract Data Audit: Pursuant to § 37.1-195 of the *Code of Virginia*, the Board shall have the data that it submits through its contract with the Department audited annually. At a minimum, the audit must determine if the data reported was materially accurate. The data examined in the audit may consist of a sample of the data submitted.

6.5.5 Federal Audit Requirements: When federal grants are subgranted to the Board by the Department, all federal government audit requirements must be satisfied.

6.5.6 Subcontractor Audits: The Board shall obtain, review, and take any necessary actions on audits, which are required by the Financial Management Standards for Community Services Manual issued by the Department, of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and included in this contract and provide copies of these audits to the Department. When the Board funds providers, such as family members, neighbors, consumers, or other individuals, to serve consumers, the Board may comply with this requirement on behalf of the provider if both parties agree to such an arrangement.

6.5.7 Bonding: Employees with financial responsibilities shall be bonded in accordance with local financial management policies.

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6.5.8 Fiscal Policies and Procedures: If the Board is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government financial management policies and procedures, or a behavioral health authority, its written fiscal policies and procedures shall conform to applicable State Board policies and Departmental policies and procedures, contained in the Financial Management Standards for Community Services Manual issued by the Department. If the Board is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required by its local government(s) to do so, it shall comply with its local government's fiscal policies and procedures.

6.5.9 Financial Management Manual: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government financial management policies and procedures, or a behavioral health authority, the Board shall be in material compliance with the requirements in the current Financial Management Standards for Community Services Manual issued by the Department. The Department shall revise and update this manual as needed and shall provide a copy to the Board.

6.5.10 Reserved.

6.5.11 Local Government Approval: The Board shall submit this contract to the local government(s) in its service area for review and approval, pursuant to § 37.1-198 of the *Code of Virginia*, which requires approval of the contract by September 15. The Board shall submit this contract to the local governing body of each political subdivision that established it in accordance with the schedule determined by the governing body or at least 15 days before the meeting at which the governing body is scheduled to consider approval of this contract. The Board shall complete page 2 of Attachment 6.5.10 to document local government approval of this contract. Unless prohibited from doing so by its local government(s), the Board may submit this contract to the Department before it is approved by its local government(s).

6.5.12 Personnel: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government financial management policies and procedures, or a behavioral health authority, the Board shall employ staff with appropriate knowledges, skills, abilities, and experience to meet the financial management-related requirements of this contract. If it is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required to adhere to local government financial management policies and procedures, the Board shall receive support and assistance from its local government to meet the financial management-related requirements of this contract.

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6.5.13 Department Review: The Department may conduct a review of the Board's financial management activities at any time during the term of this contract. The Board shall submit a formal plan of correction to the Department within 30 days of receipt of the official report of a review. Minor compliance issues must be corrected within 30 days of submitting the plan. Action to correct major compliance issues must be initiated within 30 days and completed within 180 days of submitting the plan, unless the Department grants a written waiver. The results of the review and the Board's progress in correcting any deficiencies may be included in any information about boards that may be issued by the Department.

6.6 Reimbursement Requirements, Policies, and Procedures

6.6.1 Denial of Services: Appropriate services may not be denied to individuals solely because of their inability to pay for such services.

6.6.2 Reimbursement System: The Board's reimbursement system shall comply with §§ 37.1-197, 37.1-202.1, and 20-61 of the *Code of Virginia*. Its operation must be described in organizational charts identifying all staff members, flow charts, and specific job descriptions for all personnel involved in the reimbursement system.

6.6.3 Policies and Procedures: Written fee collection policies and procedures shall be adequate to maximize revenues from consumers and responsible third party payors.

6.6.4 Schedule of Charges: A schedule of charges shall exist for all services that are supported with performance contract funds, be related reasonably to the cost of the services, and be applicable to all recipients of the services.

6.6.5 Ability to Pay: A method, approved by the Board's board of directors, that complies with applicable state and federal regulations shall be used to evaluate the ability of each consumer to pay fees for services received.

6.6.6 Reimbursement Manual: The Board shall be in material compliance with the requirements in the current Community Services Reimbursement Manual issued by the Department. The Department shall revise and update this manual as needed and shall provide a copy to the Board.

6.6.7 Personnel: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government human resource management policies and procedures, or a behavioral health authority, the Board shall employ staff with appropriate knowledges, skills, abilities, and experience to meet the reimbursement-related requirements of this contract. If it is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an

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administrative policy board that is required to adhere to local government human resource management policies and procedures, the Board shall receive support and assistance from its local government to meet the reimbursement-related requirements of this contract.

6.6.8 Department Review: The Department may conduct a review of the Board's reimbursement activities at any time during the term of this contract. The Board shall submit a formal plan of correction to the Department within 30 days of receipt of the official report of a review. Minor compliance issues must be corrected within 30 days of submitting the plan. Action to correct major compliance issues must be initiated within 30 days and completed within 180 days of submitting the plan, unless the Department grants a written waiver. The results of the review and the Board's progress in correcting any deficiencies may be included in any information about boards that may be issued by the Department.

6.6.9 Medicaid and Medicare Regulations: The Board shall comply with all applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be formally communicated to the DMAS.

6.7 Human Resource Management Requirements, Policies, and Procedures

6.7.1 Code Requirements: The Board shall operate or be part of a human resource management program that complies with state and federal statutes, regulations, and policies.

1. If the Board is an operating community services board or behavioral health authority, it shall:
 - a. provide a copy of the current position description, salary range and advertisement for the executive director's position, when it becomes vacant, to the Office of Community Contracting in the Department for review, pursuant to § 37.1-197 of the *Code of Virginia*, which does not include Department approval of the selection or employment of a particular candidate for the executive director position;
 - b. submit a copy of the annually renewable contract, which includes performance objectives and evaluation criteria, for its executive director with this performance contract for the Department to ascertain compliance with § 37.1-197 of the *Code of Virginia*; and
 - c. provide a copy of the current position description or contract for the executive director with this performance contract to the Department for its use in developing the minimum qualifications required by § 37.1-197 of the *Code of Virginia*.
2. If the Board is an administrative policy board or local government department with a policy-advisory board, it shall provide:

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- a. the current position description when the executive director's position becomes vacant to the Office of Community Contracting in the Department for review to determine compliance with the minimum qualifications required by § 37.1-197 of the *Code of Virginia*, which does not include Department approval of the selection or employment of a particular candidate for the executive director position; and
- b. a copy of the current position description or contract for the executive director with this performance contract to the Department for its use in developing the minimum qualifications required by § 37.1-197.

6.7.2 Policies and Procedures: If the Board is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government human resource management policies and procedures, or is a behavioral health authority, the Board's written human resource management policies and procedures must include a classification plan and a uniform employee pay plan and address: benefits, progressive discipline (standards of conduct), professional conduct, employee ethics, compliance with the state Human Rights Regulation and the Board's Local Human Rights Plan, conflicts of interest, employee performance evaluation, equal employment opportunity, employee grievances, hours of work, leave, outside employment, recruitment and selection, transfer and promotion, termination and layoff, travel, initial employee orientation, examinations, employee-Board executive director and board of directors contact protocol, and on-the-job expenses. Policies must be reviewed and revised by its board of directors as necessary and at least every four years.

6.7.3 Job Descriptions: The Board must have written, up-to-date job descriptions for all positions that include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledges, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements. If the Board is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government human resource management policies and procedures, or a behavioral health authority, job descriptions must be reviewed and revised as necessary whenever the position becomes vacant, the classification plan is revised, or at least every two years. If the Board is an administrative policy board that is a local government department, a policy-advisory board with a local government department, or an administrative policy board that is required to adhere to local government human resource policies and procedures, job descriptions must be reviewed and revised in accordance with local government requirements.

6.7.4 Grievance Procedure: If the Board is an operating community services board, an administrative policy board that is not a local government department or is not required to adhere to local government human resource management policies and procedures, or a behavioral health authority, its grievance procedure must satisfy § 15.2-1506 or -1507 of the *Code of Virginia*.

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6.7.5 Uniform Pay Plan: The Board or the local government, if the board is an administrative policy community services board that is a local government department or is required to adhere to local government human resource management policies and procedures or a policy advisory board with a local government department, has adopted a uniform pay plan in accordance with § 15.2-1506 of the *Code of Virginia* and the Equal Pay Act of 1963.

6.7.6 Personnel: If it is an operating board, an administrative policy board that is not a local government department or is not required to adhere to local government human resource management policies and procedures, or a behavioral health authority, the Board shall employ staff with appropriate knowledges, skills, abilities, and experience to meet the human resource management-related requirements of this contract. If it is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required to adhere to local government human resource policies and procedures, the Board shall receive support and assistance from its local government to meet the human resource-related requirements of this contract.

6.7.7 Department Review: Employee complaints regarding the Board's human resource management practices will be referred back to the Board for appropriate local remedies. The Department may conduct a human resource management review to ascertain the Board's compliance with contract requirements and assurances, based on complaints or other information received about the Board's human resource management. If a review is done and deficiencies are identified, the Board shall submit a formal plan of correction to the Department within 30 days of receipt of the official report of a review. Minor compliance issues must be corrected within 30 days of submitting the plan. Action to correct major compliance issues must be initiated within 30 days and completed within 180 days of submitting the plan, unless the Department grants a written waiver. The results of the review and the Board's progress in correcting any deficiencies may be included in any information about boards that may be issued by the Department.

6.7.8 Background Checks: The Board shall perform the criminal background and child abuse and neglect registry checks required by and comply with the other provisions of § 37.1-197.2 of the *Code of Virginia*.

6.8 Information Technology Capabilities and Requirements: The Board shall meet the following requirements.

6.8.1 Hardware and Software Procurement: Any hardware and software purchased by the Board with state-controlled funds shall be capable of addressing requirements established by the Department, including communications, compatibility, and network protocols and the reporting requirements in section 5.7. Such procurements may be subject to review and approval by the Department.

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6.8.2 Operating System: The Board shall use or have access to an operating system that is compatible with or is able to communicate with the Department's NT network. The Board's computer network or system must be capable of supporting and running the Department's CARS-ACCESS software.

6.8.3 Electronic Communication: The Board shall ensure that its information systems communicate with those used by the Department. Such integration shall provide file and data exchange capabilities for automated routines and access to legally-mandated systems via the TCP/IP networking protocol.

6.8.4 Personnel: If it is an operating board, an administrative policy board that is not a government department or is not required to adhere to local government information technology policies, procedures, and operations, or a behavioral health authority, the Board shall employ staff with appropriate knowledges, skills, abilities, and experience to meet the information technology-related requirements of this contract. If it is an administrative policy board that is a city or county government department, a local government department with a policy-advisory board, or an administrative policy board that is required to adhere to local government information technology policies, procedures, and operations, the Board shall receive support and assistance from its local government to meet the information technology-related requirements of this contract.

6.8.5 Data Access: The Board shall develop and implement or access automated systems that allow for output of fiscal, service, and consumer data, taking into consideration the need for appropriate security and confidentiality. Output shall be in a format prescribed by the Department. In addition to regular reports, such data may be used to prepare ad hoc reports on these consumers and services and to update Department files using this information. The Board shall ensure that its information systems meet all applicable state and federal confidentiality requirements, particularly concerning the distribution of identifying information, diagnosis, service history, and service use.

6.9 Licensing: The Board shall satisfy the following licensing requirements.

1. All programs or services subject to licensing shall have a current appropriate license issued by the Department or other applicable governmental entity.
2. The Board shall establish a system to ensure ongoing compliance with applicable licensing regulations.
3. Corrective action plans, complaint information, notification of conditions that require a modification of a license and application(s), as required, shall be submitted to the Department in accordance with applicable licensing regulations.

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4. The Board shall comply with all other applicable federal, state, or local laws and regulations.
5. The Board shall comply with all applicable human rights statutes and with regulations promulgated by the State Mental Health, Mental Retardation and Substance Abuse Services Board. Licensure is contingent upon substantial compliance with § 37.1-84.1 of the *Code of Virginia* and acceptable implementation of the Human Rights regulation promulgated thereto as determined by periodic human rights reviews performed by the Department.
6. Results of licensing reviews, including unannounced visits, scheduled reviews, and complaint investigations, shall be provided to all members of the Board in a timely manner.

7.0 Subcontracting

- 7.1 **Subcontracting:** Regardless of whether the Board directly fulfills the requirements of this contract or does so through a subcontractor, agent, or employee, the Board remains fully and solely responsible and accountable for meeting all of its obligations and duties under this contract. All subcontracting must comply with applicable state and federal statutes, regulations, and guidelines, including the Virginia Public Procurement Act (VPPA). All arrangements for the provision of subcontracted activities shall be formalized in a written contract between the Board and the subcontractor. Whenever solicitations are made, the Board shall include businesses selected from a list made available by the Department of Minority Business Enterprise. The Board agrees to provide copies of such contracts or other documents to the Department upon request.
- 7.2 **Subcontracts:** The written subcontract must, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements that are applicable to the subcontractor, the maximum amount of money for which the Board may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments to the Board or that accept contributions to the Board from a subcontractor as a condition of doing business with the Board. The Board shall not include, assess, or otherwise allocate its own administrative and management expenses in its contracts with subcontractors.
- 7.3 **Reserved**
- 7.4 **Subcontractor Compliance:** The Board shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, and policies that affect or are applicable to the services covered by this contract. The Board shall require all subcontractors that provide services to consumers and are licensed by the Department to maintain compliance with the Human Rights Regulation promulgated by the State Board, or such other regulations applicable to their services. The Board

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shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the Board for consumers and are not licensed by the Department to develop and implement policies and procedures that comply with the Board's human rights policies and procedures or to allow the Board to handle allegations or complaints of human rights violations on behalf of the Board's consumers who are receiving services from such subcontractors. When the Board funds providers such as family members, neighbors, consumers, or other individuals to serve consumers, the Board may comply with these requirements on behalf of such providers if both parties agree to such an arrangement.

- 7.5 Subcontractor Dispute Resolution:** The Board shall include contract dispute resolution procedures in its contracts with subcontractors.
- 7.6 Human Rights Reporting:** The Board shall require that its subcontractors providing services, care, or treatment funded through this performance contract comply with established local procedures for reporting allegations of abuse, neglect, or other violations of a consumer's human rights by telephone or facsimile machine within 24 hours after receiving the allegation to the Board and to the regional advocate who works with the Board. The Board also shall require that its subcontractors comply with established procedures for reporting allegations of neglect and abuse of children and adults to the Department of Social Services, in compliance with applicable statutory reporting requirements. When the Board funds providers, such as family members, neighbors, consumers, or other individuals, to serve consumers, the Board may comply with these requirements on behalf of the provider if both parties agree to such an arrangement.
- 7.7 Licensing:** The Board shall require that any agency, organization, or individual with which it intends to subcontract services that are purchased through this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and before it places consumers in the subcontracted service.
- 7.8 Quality Improvement Activities:** The Board shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of the Board. Each vendor that subcontracts with the Board should have its own quality improvement system in place or should participate in the Board's quality improvement program.

8.0 Special Terms and Conditions

- 8.1 Availability of Funds:** It is understood and agreed between the parties herein that the Department and the Board shall be bound hereunder only to the extent of the funds available or that may hereafter become available for the purpose of this contract. If the Board decides that it cannot comply with a particular requirement in this contract due to an insufficiency of performance contract funds, it must inform the Department of this

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situation, identifying the requirement and providing the information required by step 2 of the Sufficiency of Funds Disagreement Review Process in Attachment 5.3.4 to this contract, within 30 days of its decision. The Department will then make a determination as to the sufficiency of performance contract funds for meeting the particular requirement. The Board can dispute this determination under section 8.9 of this contract and use the dispute resolution process in section 8.12 to address its *disagreement with* the Department's determination. If the Board is a local government department with a policy-advisory community services board or an administrative policy community services board that is a city or county department, this section also applies to the local government or governments that established the Board.

- 8.2 Adjustments, Allocations, and Payments of State-Controlled Funds:** The Board agrees that the Department may adjust state-controlled funds during the year to *reflect* types and amounts of services delivered. The Department may reduce allocations or payments of *state-controlled funds* to the Board at any time during the term of this contract to reflect the Board's failure to deliver contracted levels of services being purchased through this contract.
- 8.3 Subcontracted Responsibilities:** The Board may subcontract or out-source any or all of the requirements of this contract. However, the Board shall *remain* responsible for all services, deliverables, terms, and conditions without regard to its subcontracting or out-sourcing arrangements.
- 8.4 Prompt Payments to Subcontractors:** The Board shall comply with the provisions of § 11-62.10 et seq. of the *Code of Virginia* providing for the prompt payment of bills by agents of local government.
- 8.5 Prevailing Laws:** All services provided by the Board pursuant to this contract shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Board shall not receive payment for services found by the Department to be performed in violation of any applicable federal, state, or local law, ordinance, rule, or regulation.
- 8.6 Authorities:** Nothing in this contract shall be construed as authority for either party to make commitments that will bind the other party beyond the Scope of Work contained herein.
- 8.7 Compliance:** The Department may utilize a variety of remedies, including but not limited to requiring a corrective action plan, withholding payment, and terminating the contract, to assure Board compliance with this contract. Specific remedies, described in Attachment 5.7.1 of this contract, shall be taken if the Board fails to satisfy the reporting requirements in this contract.
- 8.8 Compliance Review:** The Department may conduct or contract for a compliance review of provisions of this contract at any time.

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8.9 Disputes: Resolution of disputes arising from Department contract compliance review and performance management efforts may be pursued through the dispute resolution process in section 8.12 of this contract, which may be used to appeal only the following conditions:

1. reduction or withdrawal of state general or federal funds (unless funds for this activity are withdrawn by action of the General Assembly or federal government) or adjustment of allocations or payments pursuant to sections 4.0 or 8.2. of this contract;
2. termination or suspension of the performance contract, unless funding is no longer available;
3. refusal to negotiate or execute a contract modification;
4. disputes arising over interpretation or precedence of terms, conditions, or scope of the performance contract;
5. determination that an expenditure is not allowable under this contract;
6. determination that the performance contract is void, and
7. determinations of sufficiency of performance contract funds to meet the requirements of this contract.

8.10 Termination: This contract may be terminated in the following circumstances.

1. The Department may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the Board under this contract shall cease immediately.
2. In accordance with § 37.1-198 of the *Code of Virginia*, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 8.11 and after affording the Board an adequate opportunity to use the dispute resolution process described in section 8.12 of this contract. A written notice specifying the cause must be delivered to the Board's board chairman and executive director at least 50 business days prior to the date of actual termination of the contract.

8.11 Remediation Process: The remediation process referenced in § 37.1-198 of the *Code of Virginia* is an informal procedure that will be used by the Department and the Board to address a particular situation or condition identified by the Department that may, if unresolved, result in termination of the contract, in accordance with the provisions of section 8.10 of this contract. The details of this process shall be developed by the parties and included in Attachment 8.11 to this contract. This attachment shall describe the situation or condition and include the performance measures that will document a satisfactory resolution of the situation or condition.

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8.12 Dispute Resolution Process: Disputes arising from any of the conditions in section 8.9 shall be resolved using the following process.

1. Within 10 business days of receipt of a disputable action by the Department, the Board shall submit a written notice to the Department's Director of Community Contracting, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the Board.
2. The Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 8.9. If it does not, the Director of Community Contracting shall notify the Board in writing within five business days of receipt of the written notice from the Board that the dispute is not subject to this dispute resolution process. The Board may appeal the Director's determination to the Commissioner in writing within five business days of its receipt of the Director's written notification.
3. If the dispute falls within the conditions listed in section 8.9, the Director of Community Contracting shall notify the Board within five business days of receipt of the written notice from the Board that a panel will be appointed within 10 business days to conduct an administrative hearing.
4. Within 10 business days of notification to the Board, the Commissioner's designee shall appoint a panel of no less than three and no more than five disinterested individuals to hear the dispute. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating no knowledge of nor interest in the dispute. Any person with knowledge or interest shall be relieved of panel responsibilities and another person shall be selected as a panel member.
5. The Director of Community Contracting will contact the Board by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The hearing shall be scheduled not more than 10 business days after the selection of the panel members. Confirmation of the time, date, and place will be communicated to all parties at least five business days in advance of the hearing.
6. The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the Department and the Board. The panel may question either party in order to obtain a clear understanding of the facts.

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7. The panel shall convene in closed session at the end of the hearing, and it shall issue written recommended findings of fact within five business days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
8. The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; or (3) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious.
9. The final decision shall be sent by certified mail to the Board no later than 40 business days after receipt of the written notice from the Board invoking the dispute resolution process.
10. Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
11. The Board may seek judicial review of the final decision as provided in § 11-71 of the *Code of Virginia* in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

In the event of contract termination, only payment for allowable services rendered by the Board shall be made by the Department.

8.13 Closeout

1. In the event that this contract is terminated for any reason, the Board shall cooperate with the Department to implement a transition plan for consumers served under this contract. The Department shall have the sole authority for approving the adequacy of the transition plan, including providing for the financing of said plan, with the Board being responsible for supplying any required local matching funds. The transition plan shall set forth the process and time frames for the transition. This plan shall be in effect and the Board's obligations under this contract shall not cease until successful completion of the transition of all consumers to other boards.
2. If this contract is terminated or ends, the Board shall provide within 90 days all financial, performance, and other reports and information to the Department that are required as a condition of this contract. In the event of termination of this contract, payment for any and all valid claims by subcontractors for services rendered to consumers prior to the effective termination date shall be the responsibility of the Board. Should additional statistical or management information be required by the Department when this contract ends or is terminated, the Department shall give at least 45 calendar days notice. Additionally, a preliminary written estimate of anticipated accounts payable to the

SFY 2002 Community Services Performance Contract

Department or accounts receivable from the Department shall be submitted within 30 days following the completion of the contract termination transitional plan using Department and local funds as provided in this contract.

8.14 Audit Records: The Board shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.

9.0 Department Responsibilities: The Department has the following responsibilities associated with this contract. While most of these responsibilities are reflected in sections 4.0, 5.0, 6.0, and 8.0 of the contract, they are stated here for ease of reference.

9.1 Funding: The Department shall disburse the state general and federal funds displayed in Exhibit A, subject to the Board's compliance with the provisions of this contract. The Department shall make payments in accordance with the provisions of section 4.2 of and Attachment 6.2.3 to this contract.

9.2 State Facility Services: The Department shall make state facility inpatient services available, if appropriate, through its mental health facilities and mental retardation training centers, when residents of the Board's service area *are in need of such services*. In accordance with the provisions of section 5.5.4, the Department shall track, monitor, and report on the Board's utilization of state facility beds. The Department shall provide data to the Board about consumers from its service area who are served in state facilities. The Department shall manage its mental health facilities and mental retardation training centers to support service linkages with the Board, including adherence to the applicable provisions of Attachment 5.3.1 to this contract. In accordance with the applicable provisions of Attachment 5.3.4 to this contract, the Department shall resolve disputes about patient or resident readiness for discharge and determine the sufficiency of state-controlled funds available to the Board to serve individuals who are ready for discharge from state facilities. The Department shall involve the Board, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of the state facility system.

9.3 Human Rights: The Department shall operate the statewide human rights system described in the current Human Rights Regulation, monitor compliance with the human rights requirements in that Regulation and this contract, and conduct reviews and investigations referenced in section 5.6.1.4 of this contract. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of a consumer's human rights.

9.4 Licensing: The Department shall license programs and services that meet the requirements of the current Licensing Regulation or any Licensing Regulation that may

SFY 2002 Community Services Performance Contract

be promulgated during the term of this contract and conduct licensing reviews in accordance with the provisions of that regulation. The Department shall respond in a timely manner to issues raised by the Board regarding coordinating and monitoring services provided by independent licensed providers, pursuant to section 5.3.10 of this contract.

- 9.5 Policies and Procedures:** The Department shall provide copies of the POMS operations, procurement, financial management, uniform cost report, and reimbursement manuals cited in sections 5.5.5.1, 6.4.3, 6.5.2, 6.5.9., and 6.6.6. The Department shall provide copies of relevant regulations and policies promulgated by the State Board.
- 9.6 Reviews:** The Department shall review and take appropriate action on audits submitted by the Board in accordance with the provisions of section 6.5.3. The Department may conduct procurement, financial management, reimbursement, and human resource management reviews of the Board's operations, in accordance with the provisions of sections 6.4.5, 6.5.13, 6.6.8, and 6.7.7 of this contract.
- 9.7 Planning:** The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.1-48.1 of the *Code of Virginia*.
- 9.8 Information Technology:** The Department shall operate and provide technical assistance and support, to the extent practicable, to the Board about the CARS-ACCESS information system, referenced in section 5.7.1. The Department shall operate the POMS, TEDS, FIMS, and CHRIS systems, referenced in section 5.7.3. The Department shall develop and implement communication, compatibility, and network protocols in accordance with the provisions of section 6.8.1 of this contract. Pursuant to § 37.1-197 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed in accordance with section 5.5.2 of this contract. The Department shall ensure that any software application that it issues to the Board for reporting purposes associated with this contract has been field tested by a reasonable number of Boards to assure compatibility and functionality with the major IT systems used by Boards, is operational, and is provided to the Board sufficiently in advance of reporting deadlines to allow the Board to install and run the software application.
- 9.9 Quality of Care:** The Department shall design and implement the POMS, referenced in sections 5.5.5 and 5.5.6. The Department shall work with the Board to develop the Community Care Protocols, referenced in section 5.5.8 of this contract. The Department shall work with the Board or its representatives to develop uniform statewide Predischage Planning Protocols by December 1, 2001, which subsequently shall become part of this contract through a contract amendment.
- 9.10 System Leadership Council:** The Department shall establish a System Leadership Council, which will include representatives of the Department, a state mental health

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facility director, a state training center director, seven representatives of community services boards, and two representatives of local governments. The Department shall convene this council at least quarterly to address the tasks identified in section 5.5.9.

- 9.11 Communication:** The Department shall provide technical assistance and written notification regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall respond in a timely manner to written correspondence from the Board that requests information or a response.
- 9.12 Reporting Requirements:** The Department shall work with representatives of Boards to ensure that current data and reporting requirements are consistent with each other and with the current Core Services Taxonomy 6, Individualized Client Data Elements (ICDE), and TEDS and other federal reporting requirements. The Department also shall work with representatives of Boards in planning, developing, and implementing any additional reporting or documentation requirements beyond those identified in this contract to ensure that such requirements are consistent with the current Core Services Taxonomy 6, ICDE, and TEDS and other federal reporting requirements. The Department shall work with representatives of Boards to identify possible further simplification and streamlining changes in data and reporting requirements that could be included in this contract through amendments during the contract term.
- 9.13 Discharge Assistance Projects:** The Department shall adhere to provisions of the Discharge Assistance Project Agreement, Attachment 5.9.1 to this contract, for projects that it funds. Once signed by both parties, such Agreement shall be incorporated as part of this contract, and all applicable provisions of this contract shall apply to that project.
- 9.14 Providing Information:** The Department shall provide any information requested by the Board that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.
- 9.15 Pharmacy Issues:** The Department shall conduct a study of pharmacy issues with the participation, directly or through representatives, of the Board.

10.0 General Terms and Conditions

- 10.1. Applicable Laws and Courts:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.
- 10.2. Anti-Discrimination:** By execution of this contract, the Board certifies to the Department that it will conform to the applicable provisions of Title VII of the Federal Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, Sections 503 and 504

SFY 2002 Community Services Performance Contract

of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Act of 1975, the Civil Rights Act of 1991, regulations issued by the Federal Granting Agencies, Executive Orders 11246 and 11375, other applicable statutes and regulations, including Section 11-51 of the Virginia Public Procurement Act, and paragraphs 1 and 2 below.

1. During the performance of this contract, the Board agrees as follows:
 - a. The Board will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Board. The Board agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Board, in all solicitations or advertisements for employees placed by or on behalf of the Board, will state that the Board is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Board will include the provisions of paragraph 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.3 Amendments: This contract, including all exhibits, attachments and incorporated documents, constitutes the entire agreement between the Department and the Board. The services identified in the Scope of Work and Exhibit A may be amended in accordance with the performance contract revision instructions, contained in Attachment 10.3 to this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.

10.4 Liability: The Board shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The Board shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. These responsibilities may be discharged by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The Board shall provide a copy of any such policy or program to the Department upon request. This contract is not intended to, and does not, create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract, arising out of any claimed violation of any provision of this contract.

SFY 2002 Community Services Performance Contract

10.5 Compliance Assurances: This contract shall in all respects be governed by, and construed in accordance with, the laws of the United States and the laws of the Commonwealth of Virginia. The Board shall comply with all applicable federal, state, and local laws and lawfully enacted administrative rules and regulations. If any laws or administrative rules or regulations that become effective after the date of the execution of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or by any other provisions of this contract.

10.6 Relationship: This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the Board or its board of directors and the Department or between employees or the board of directors of any of the Board's subcontractors and the Department.

10.7 Federal Immigration Reform and Control Act of 1986: The Board and its subcontractors do not and will not employ illegal alien workers or otherwise violate provisions of this act during the performance of this contract.

10.8 Drug Free Workplace: The Board shall prohibit the following acts by the Board, its employees, and agents performing services for it:

1. the unlawful or unauthorized manufacture, distribution, dispensation, possession or use of alcohol or other drugs; and
2. any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

10.9 Severability: Each paragraph and provision of this contract is severable from the entire performance contract and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

10.10 Precedence of Terms: The terms and conditions of this contract shall apply in all instances. In the event of a conflict between any of these terms and conditions and those of any other contracts or subcontracts, the terms and conditions of this contract shall apply.

10.11 Counterparts: This community services performance contract shall be executed in two counterparts, each of which will be deemed an original.

SFY 2002 Community Services Performance Contract

11.0 Signatures: In Witness thereof, the Department and the Board have caused this performance contract to be executed by the following duly authorized officials.

**Virginia Department of Mental Health,
Mental Retardation and Substance
Abuse Services**

Colonial Services Board

Board

By: _____

Name: Richard E. Kellogg
Title: Commissioner

By: E. David Allaman

Name: E. David Allaman
Title: Chairman of the Board

Date: 6/29/01

By: Harris W. Daniel

Name: Harris W. Daniel
Title: Executive Director

Date: 6/29/01

Exhibit A

Colonial

Consolidated Mental Health Services Summary

Total Revenues for Services by Funding

Revenue Source		Funding Category		
YEAR TO DATE	Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTALS Funds by Revenue Source
State Funds	1,768,802	112,998	195,128	2,076,928
Local Matching Funds	430,352	0	0	430,352
Fee Revenues	1,067,412	60,531	0	1,127,943
Federal Funds	51,187	0	0	51,187
Other Funds	259,021	0	0	259,021
TOTAL FUNDS by Funding Category	3,576,774	173,529	195,128	3,945,431

Total Expenses for Services by Funding

Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTAL Expenses
3,576,774	173,529	195,128	3,945,431

Exhibit A

Colonial

Consolidated Mental Retardation Services Summary

Total Revenues for Services by Funding

Revenue Source	Funding Category			TOTALS Funds by Revenue Source
YEAR TO DATE	Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	
State Funds	613,827	39,000	0	652,827
Local Matching Funds	533,364	0	0	533,364
Fee Revenues	222,171	1,876,917	0	2,099,088
Federal Funds	115,829	0	0	115,829
Other Funds	614,633	0	0	614,633
TOTAL FUNDS by Funding Category	2,099,824	1,915,917	0	4,015,741

Total Expenses for Services by Funding

Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTAL Expenses
2,099,824	1,915,917	0	4,015,741

Exhibit A

Colonial

Consolidated Substance Abuse Services Summary

Total Revenues for Services by Funding

Revenue Source		Funding Category		
YEAR TO DATE	Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTALS Funds by Revenue Source
State Funds	905,070	0	46,215	951,285
Local Matching Funds	123,343	0	0	123,343
Fee Revenues	124,500	0	0	124,500
Federal Funds	412,028	0	0	412,028
Other Funds	275,767	0	0	275,767
TOTAL FUNDS by Funding Category	1,840,708	0	46,215	1,886,923

Total Expenses for Services by Funding

Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTAL Expenses
1,840,708	0	46,215	1,886,923

Exhibit A

Colonial

Consolidated CSB Services Summary**Total Revenues for Services by Funding**

Revenue Source		Funding Category		
YEAR TO DATE	Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTALS Funds by Revenue Source
State Funds	3,287,699	151,998	241,343	3,681,040
Local Matching Funds	1,087,059	0	0	1,087,059
Fee Revenues	1,414,083	1,937,448	0	3,351,531
Federal Funds	579,044	0	0	579,044
Other Funds	1,149,421	0	0	1,149,421
TOTAL FUNDS by Funding Category	7,517,306	2,089,446	241,343	9,848,095

Total Expenses for Services by Funding

Ongoing Funding	Purchase of Individualized Services Funding	Special Project Funding	TOTAL Expenses
7,517,306	2,089,446	241,343	9,848,095
Total Administrative and Management Expenses			415,989

MENTAL HEALTH Revenues, Expenses, and Service Information

SFY 2002 Community Services Performance Contract

Colonial

Attachment A - Form 62:

Purchase of Individualized Services - Persons with Serious Mental Illnesses (DAP)

Information	Amount
Number of Funded ISPs	3
Revenue Sources	
State General Funds	88,862
Transferred Ongoing State General Funds	0
Total State General Funds	88,862
Local Government Matching Funds	0
Other Local Matching Funds	0
Total Local Matching Funds	0
Medicaid State Plan Option Fees	0
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
Other Fees	60,531
Total All Fees	60,531
Total Other Funds	0
TOTAL Annual Revenues	149,393
3. TOTAL Annual Expenses	149,393

MENTAL HEALTH Revenues, Expenses, and Service Information

SFY 2002 Community Services Performance Contract

Colonial

Exhibit A - Form 76:

Purchase of Individualized Services - Children and Adolescents with Serious Emotional Disturbance CSA Non-Mandated

Information	Amount
1. Number of Funded ISPs	5
2. Revenue Sources	
Non-CSA Mandated State General Funds	24,136
Transferred Ongoing State General Funds	0
a. Total State General Funds	24,136
Local Government Matching Funds	0
Other Local Matching Funds	0
b. Total Local Matching Funds	0
Medicaid State Plan Option Fees	0
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
All Other Fees	0
c. Total All Fees	0
d. Total Other Funds	0
TOTAL Annual Revenues	24,136
3. TOTAL Annual Expenses	24,136

MENTAL HEALTH Revenues, Expenses, and Service Information

SFY 2002 Community Services Performance Contract

Colonial

Exhibit A - Form 71: Page 1

Special Project - Community Residential Service for Persons with Serious Mental Illnesses

Information	Amount
1. Number of Consumers Served	301
2. Revenue Sources	
Residential State General Funds	195,128
Transferred Ongoing State General Funds	0
a. Total State General Funds	195,128
Local Government Matching Funds	0
Other Local Matching Funds	0
b. Total Local Matching Funds	0
Medicaid State Plan Option Fees	0
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
All Other Fees	0
c. Total All Fees	0
d. Total Other Funds	0
TOTAL Annual Revenues	195,128
3. TOTAL Annual Expenses	195,128

MENTAL RETARDATION Revenues, Expenses, and Service Information
SFY 2002 Community Services Performance Contract
Colonial

Exhibit A - Form 82:

Purchase of Individualized Services - Persons with Mental Retardation - Waiver

Information	Amount
1. Number of Funded CSPs	68
2. Revenue Sources	
Transferred Ongoing State General Funds	0
a. Total State General Funds	0
Local Government Matching Funds	0
Other Local Matching Funds	0
b. Total Local Matching Funds	0
Medicaid MR Waiver Fees	1,734,917
Medicaid State Plan Option Fees	142,000
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
All Other Fees	0
c. Total All Fees	1,876,917
d. Total Other Funds	0
TOTAL Annual Revenues	1,876,917
3. TOTAL Annual Expenses	1,876,917

MENTAL RETARDATION Revenues, Expenses, and Service Information

SFY 2002 Community Services Performance Contract

Colonial

Exhibit A - Form 85:

Purchase of Individualized Services - Persons with Mental Retardation - Non-Waiver

Information	Amount
1. Number of Funded CSPs	2
2. Revenue Sources	
Non-Waiver State General Funds	39,000
Transferred Ongoing State General Funds	0
a. Total State General Funds	39,000
Local Government Matching Funds	0
Other Local Matching Funds	0
b. Total Local Matching Funds	0
Medicaid State Plan Option Fees	0
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
All Other Fees	0
c. Total All Fees	0
d. Total Other Funds	0
TOTAL Annual Revenues	39,000
3. TOTAL Annual Expenses	39,000

SUBSTANCE ABUSE SERVICES Revenues, Expenses, and Service Information

SFY 2002 Community Services Performance Contract

Colonial

Exhibit A - Form 95:

Special Project - SA State Facility Admissions Diversion Project

Information	Amount
1. Number of Consumers Served	60
2. Revenue Sources	
Diversion State General Funds	46,215
Transferred Ongoing State General Funds	0
a. Total State General Funds	46,215
Local Government Matching Funds	0
Other Local Matching Funds	0
b. Total Local Matching Funds	0
Medicaid State Plan Option Fees	0
Medicaid Clinic Fees	0
Medicaid Other Fees	0
Medicaid Medallion II	0
All Other Fees	0
c. Total All Fees	0
d. Total Other Funds	0
TOTAL Annual Revenues	46,215
3. TOTAL Annual Expenses	46,215

MENTAL HEALTH

SFY 2002 Community Services Performance Contract

Colonial

Exhibit A - Form 71: Page 2

Special Project - Community Residential Service for Persons with Serious Mental Illnesses

Core Service Subcategory	Service Capacity	Total Units	Contract Units	Units Per Capacity	Consumers Served	Expenses
501 Highly Intensive Services						50,000
551 Supervised Services						95,128
581 Supportive Services	0.20 FTE	416	0	0	42	50,000
Total Expenses						195,128

Colonial

Core Service Subcategory	Service Capacity	Total Units	Contract Units	Units Per Capacity	Consumers Served	Expenses
100 Emergency	7.50 FTE	65,520	4,000	533	700	380,604
310 Outpatient	8.22 FTE	21,372	7,000	852	1,300	844,144
315 Intensive In-Home	0.00 FTE	0	350		5	25,000
320 Case Management	9.50 FTE	24,700	10,140	1,067	800	867,137
425 Rehabilitation	55.00 SLT	143,000	45,000	818	110	405,562
460 Supported Employment	2.50 FTE	5,200	1,500	600	30	101,391
551 Supervised Services	14.00 BED	5,110	5,000	357	35	565,377
581 Supportive Services	1.70 FTE	3,536	800	471	20	69,232
610 Prevention	5.26 FTE	13,676	3,600	684		318,327
Total Expenses						3,576,774

Colonial

Core Service Subcategory	Service Capacity	Total Units	Contract Units	Units Per Capacity	Consumers Served	Expenses
320 Case Management	7.00 FTE	18,200	4,600	657	155	177,205
425 Rehabilitation	18.00 SLT	46,800	22,360	1,242	70	115,237
430 Sheltered Emp./Work Act.	12.00 SLT	3,120	9,600	800	40	927,398
460 Supported Employment	2.00 FTE	4,160	2,000	1,000	15	119,668
551 Supervised Services	15.00 BED	5,475	6,570	438	20	94,649
610 Prevention	5.09 FTE	10,587	4,500	884		299,648
620 Infant/Toddler Intervention(MR)	0.00 FTE	0	6,000		100	366,019
Total Expenses						2,099,824

Colonial

Core Service Subcategory	Service Capacity	Total Units	Contract Units	Units Per Capacity	Consumers Served	Expenses
310 Outpatient	8.00 FTE	16,640	8,000	1,000	700	901,000
320 Case Management	3.00 FTE	6,240	1,350	450	150	269,646
501 Highly Intensive Services	1.50 BED	0	350	233	40	50,000
610 Prevention	2.25 FTE	4,680	4,000	1,778		620,062
Total Expenses						1,840,708

SFY 2002 Performance Contract

Colonial

100 Mental Health

Exhibit A- Form 11A: Medical Services(311) Detail

Type of Staff	Board	Contract	TOTAL	Consumers Served	Expenses	Units of Service
Psychiatrists	1.87	0	1.87	818	302394	2021
Other Physicians	0	0	0	0	0	0
Psychiatric Nurses	4.5	0	4.5	180	200977	1750
Others Nurses	0	0	0	0	0	0
Operating Expenses					0	
TOTALS	6.37	0	6.37	998	503371	

Exhibit A- Form 11A: Medication Expenses(311) Detail

Type of Medication	Consumers Served	Expenses
Atypical Anti-Psychotic Medications	203	23700
All Anti-Psychotic Medications	185	10157

Exhibit D**LOCAL GOVERNMENT TAX APPROPRIATIONS****Performance Contract****Colonial****FY2002**

City/County	Tax Appropriation
Poquoson City	82,767
Williamsburg City	172,473
James City County	481,139
York County	437,785
Total Local Government Tax Funds:	1,174,164

ONE-TIME GRANTS

CSB: Colonial

FUND	REVENUE	EXPENDITURE	BALANCE
<u>GENERAL FUNDS</u>			
Mental Health			0
Mental Retardation			0
Substance Abuse			0
TOTAL GENERAL FUNDS	0	0	0
<u>FEDERAL FUNDS</u>			
PATH			0
PATH Housing			0
MH FBG / SED C&A			0
MH FBG / SMI			0
SWVMH Board			0
SA Alcohol FBG			0
SA Drug FBG			0
SA Prevention FBG			0
SA SARPOS FBG			0
SA HIV / AIDS FBG			0
Other Federal	10,000	10,000	0
Other			0
Other			0
TOTAL FEDERAL FUNDS	10,000	10,000	0

Mental Health Services Summary: Ongoing Services FY2002

Colonial

REVENUES FOR SERVICES DETAIL:

1,756,625 MH General Funds
 Regional Deaf Services
 NGRI - Discharge Assistance
 MH/SA Jail Services
 One Time General Funds
 12,177 Psychiatric Staff

All Other Fees: 385,070
 Medicaid SPO: 647,342
 Medicaid Clinic:
 Medicaid Other:
 Medicaid Medallion II: 35,000

Local Gov't: 426,752
 Contributions: 3,600
 In-Kind:
 Other Local:

TOTAL Expenses \$3,576,774

PATH
 PATH Housing
 SWVMH Board
 37,550 FBG/SED C and A
 FBG/SMI
 Other Federal
 Restricted Federal
 Federal Retained Earnings
 One Time Federal Funds
 4,262 FBG/Psychiatric Staff
 9,375 FBG POMS

St. Retain Earnings
 259,021 Other

TOTAL REVENUES FOR SERVICES:

STATE	LOCAL	FEES	FEDERAL	OTHER	TOTAL
1,768,802	430,352	1,067,412	51,187	259,021	3,576,774

Mental Health Services Provided:

100 Emergency
 310 Outpatient
 315 Intensive In-Home
 320 Case Management
 425 Rehabilitation
 460 Supported Employment
 551 Supervised Services
 581 Supportive Services
 610 Prevention

Mental Retardation Services Summary: Ongoing Services

FY2002

Colonial

REVENUES FOR SERVICES DETAIL:

613,827 MR General Funds

Family Support

One Time General Funds

0 Early Intervention

0 Children's Family Support

All Other Fees: 165,617

Medicaid SPO: 56,554

Medicaid Clinic:

Medicaid ICF:

Medicaid Other:

Medicaid Medallion II: 0

Local Gov't: 533,364

Contributions:

In-Kind:

Other Local:

TOTAL Expenses

\$2,099,824

0 Child Day Care

115,829 Federal Early Intervention

Other Federal

Restricted Federal

One Time Federal Funds

State Retained Earnings

463,556 Workshop Sales

151,077 Other

TOTAL REVENUES FOR SERVICES:

STATE

LOCAL

FEES

FEDERAL

OTHER

TOTAL

613,827

533,364

222,171

115,829

614,633

2,099,824

Mental Retardation Services Provided:

320 Case Management

425 Rehabilitation

Sheltered Emp./Work Act.

460 Supported Employment

551 Supervised Services

610 Prevention

620 Infant/Toddler Intervention(MR)

Substance Abuse Services Summary: Ongoing Services

FY2002

Colonial

REVENUES FOR SERVICES DETAIL:

905,070 SA General Funds

Region V Residential

MH/SA Jail Services

One Time General Funds

All Other Fees 124,500

Medicaid SPO:

Medicaid Clinic:

Medicaid Other:

Medicaid Medallion II 0

Women's Ser Aside 159,253

Local Gov't: 123,343

Contributions:

In-Kind:

Other Local:

TOTAL Expenses \$1,840,708

123,855 SA Alcohol FBG

135,557 SA Drug FBG

115,600 SA Primary Prevention FBG

17,436 SA SARPOS FBG

9,580 SA HIV/AIDS FBG

Other Federal

Restricted Federal

Federal Retained Earnings

10,000 One Time Federal Funds

0 Methadone HIV Counselors

0 RBHA Res A/D

0 Prev-Strengthening Family Init.

0 Prev-Fetal Alcohol Syndrome

St. Retain Earnings

275,767 Other

TOTAL REVENUES FOR SERVICES:

STATE

LOCAL

FEES

FEDERAL

OTHER

TOTAL

905,070

123,343

124,500

412,028

275,767

1,840,708

Substance Abuse Services Provided:

310 Outpatient

320 Case Management

501 Highly Intensive Services

610 Prevention